

City Council Meeting Agenda

October 14, 2024

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast ([live closed captioning available](#)), CVTV cable channels 23 / HD 323, and on the [City's Facebook page](#).

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. October 14, 2024. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on October 14, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on October 14, 2024.

Visit the [city's website](#) for more information and to register under Public Participation or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

Workshops: 4:00-6:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

2025-26 Biennial Budget (approximately 2 hours)

Natasha Ramras, Chief Financial Officer, Shannon Olsen, Budget Manager,
natasha.ramras@cityofvancouver.us, shannon.olsen@cityofvancouver.us

Council Dinner / Administrative Updates (6:00-6:30 p.m.)

Regular Council Meeting

6:30 PM

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - August 5, 2024

Minutes - August 12, 2024

Minutes - August 19, 2024

Proclamations

Great Washington Shakeout

White Cane Days

Indigenous People's Day

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

- 1. Contract Award - Ambulance Services Agreement between City of Vancouver and American Medical Response Northwest, Inc. for Ambulance Services Beginning January 1, 2025 - C-101766**

Staff Report: 203-24

Request: Authorize the City Manager, or designee, to approve the Ambulance Services Agreement between the City and AMR for the provision of the Services with an initial term of January 1, 2025, through December 31, 2029, and any Agreement amendments in compliance with the Vancouver Municipal Code.

Brennan Blue, Fire Chief, Natasha Ramras, Chief Financial Officer,
brennan.blue@cityofvancouver.us, natasha.ramras@cityofvancouver.us

- 2. Contract Award - Agreement between City of Vancouver and Stryker Sales LLC for the Purchase of Monitor/Defibrillator Equipment - #C-101756**

Staff Report: 204-24

Request: Authorize the City Manager, or designee, to approve a contract and any required contract amendments with Stryker Sales LLC for the purchase of Monitor/Defibrillator Equipment. The estimated amount of the purchases over the life of the agreement are expected to be \$1,500,000.

Robert Milano, Division Fire Chief, Robert.Milano@cityofvancouver.us

3. Contract Award - Enterprise Agreement for GIS software and services with Esri, Inc.

Staff Report: 205-24

Request: Authorize the City Manager, or their designee, to sign a 2-year Enterprise Agreement with Esri, Inc. in the amount of \$380,667.40, including tax, for the purchase of GIS software and services.

Amandeep Singh, GIS and Data Manager, Aman.Singh@cityofvancouver.us

4. Contract Amendment - Sourcewell Contract for the Purchase of Software and Related Services - #121923-SHI

Staff Report: 206-24

Request: Authorize the City Manager, or their designee, to approve purchases under Sourcewell contract #121923-SHI for the life of the contract up to the current authorized budget.

Giovanni Strano, IT Infrastructure Manager, Giovanni.Strano@cityofvancouver.us

5. Contract Amendment - Approval for an Increase in Purchasing Using Firefighting Brush Rig Bodies - C-101731

Staff Report: 207-24

Request: Authorize the City Manager or their designee to approve an increase in purchasing using Contract C-101731 for the life of the contract with Mallory Safety & Supply LLC. The increase being requested would raise the contract threshold from \$300,000 to \$400,000 to accommodate the construction of two Firefighting Brush Rigs for the Fire Department.

Jake Mahan, Senior Management Analyst, jake.mahan@cityofvancouver.us

6. Interlocal Agreement - City of Vancouver with the State of Washington Department of Enterprise Services for Providing Printing and Mailing Services

Staff Report: 208-24

Request: Authorize the City Manager, or designee, to enter into interlocal agreement with Washington Department of Enterprise Services

Chris Malone, Public Works Finance and Asset Manager,
chris.malone@cityofvancouver.us

7. Resolution Delegating Authority to City Manager - PFAS litigation

A Resolution authorizing city manager Lon Pluckhahn to take action through settlements and litigation to address pfas contamination of drinking water.

Staff Report: 209-24

Request: Motion to approve Resolution *** delegating authority to the City Manager regarding settlements and litigation relating to PFAS contamination in drinking water.

Cary Driskell, Assistant City Attorney, cary.driskell@cityofvancouver.us

8. Parkview Heights Multi-Family Tax Exemption

A RESOLUTION of the City Council of the City of Vancouver approving a contract with VESTCapital, LLC a Washington limited liability corporation (its successors and assigns) (Applicant), for a 12 year limited multi-family tax exemption providing income-based housing for a proposed development of multi-family residential housing to be constructed on properties specifically described in Exhibit A (Properties) generally located north of the intersection of NE 47th Court and Nicholson Road in central Vancouver.

Staff Report: 210-24

Request: Adopt the resolution authorizing the City Manager, or designee, to execute a multi-family housing limited property tax exemption certificate

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

9. Approval of Claim Vouchers

Request: Approve claim vouchers for October 14, 2024.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

10. 2024 Housing Code Changes

A ZONING ORDINANCE, amending and restating Ordinance M-4455 adopted by the City Council on an emergency interim basis on September 9, 2024, relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing additional findings of fact; establishing an immediate effective date and providing for severability.

Staff Report: 211-24

Request: On October 14, 2024, hold a public hearing on 2024 housing code changes substantially similar to those adopted by interim ordinance on September 9, 2024 and adopt an amended and restated version of that ordinance pursuant to [RCW 36.70A.390](#).

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.



2025-2026 City Manager's Recommended Budget

Lon Pluckhahn, City Manager

Natasha Ramras, CFO

Shannon Olsen, Budget Manager

October 14, 2024

Agenda

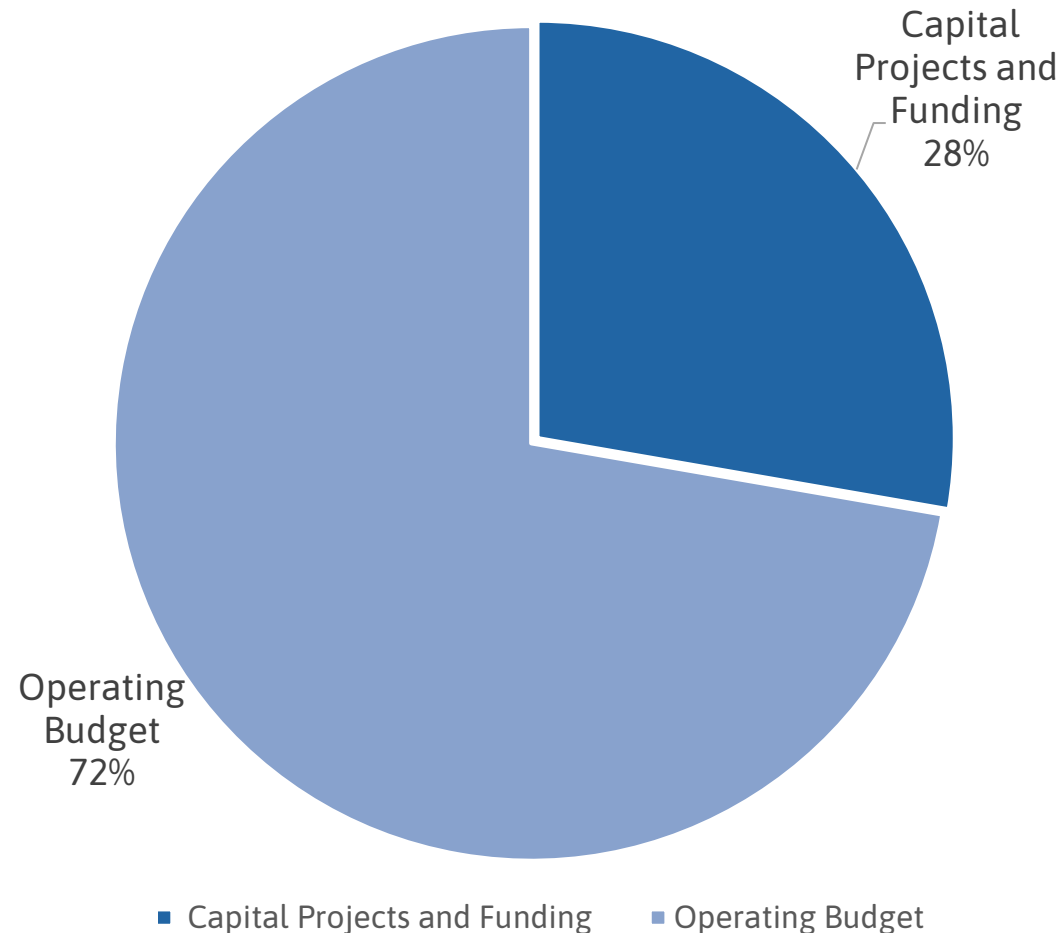
- Overview of the 2025-26 City Manager's Recommended Budget
- Operating Budget Highlights
- Next Steps



2.2% increase over the 2023-24 Biennial Budget

City of Vancouver 2025-2026 City Manager's
Recommended Budget

- Shift from Operating to Capital Budget, funded by dedicated capital funding
- The 2025-2026 Budget includes carryforward budget of \$16.5M for GF, Streets, and Fire



2025-2026 City Manager's Recommended Budget

Recommended Budget: \$2.1 billion

Operating Budget
\$1.5 billion

Capital Budget
\$0.6 billion

General, Street,
Fire Funds
\$769 million

All Other
Operating Funds
\$763 million

Capital Projects
\$440 million

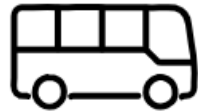
Funding
Transfers
\$143 million



2025-26 Budget Framework: Maintained Council Policy Priorities



Culture and Heritage



Transportation and Mobility



Vibrant and Distinct
Neighborhoods



Economic Opportunity



Climate and Natural Systems



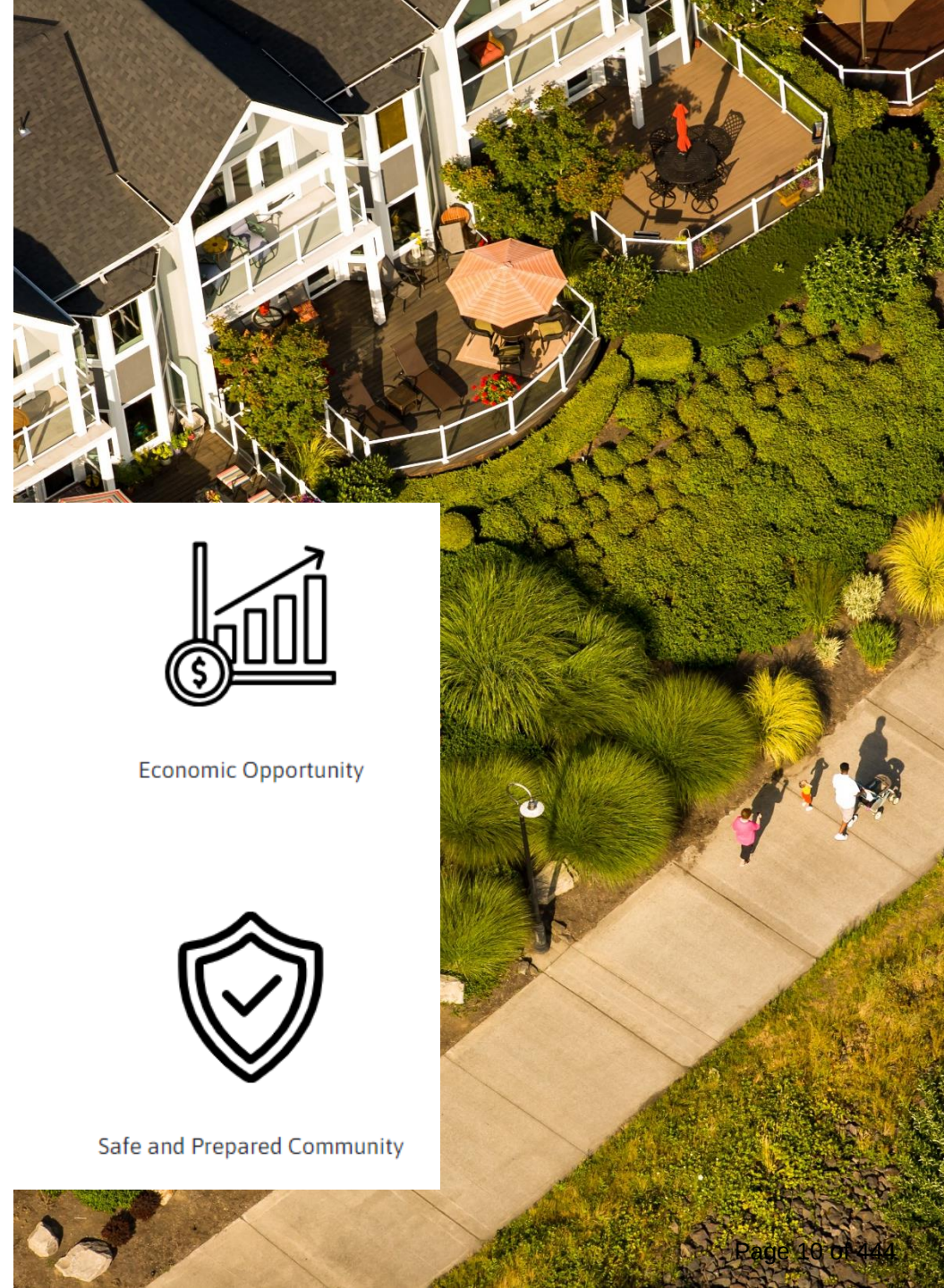
High Performing Government



Housing and Human Needs

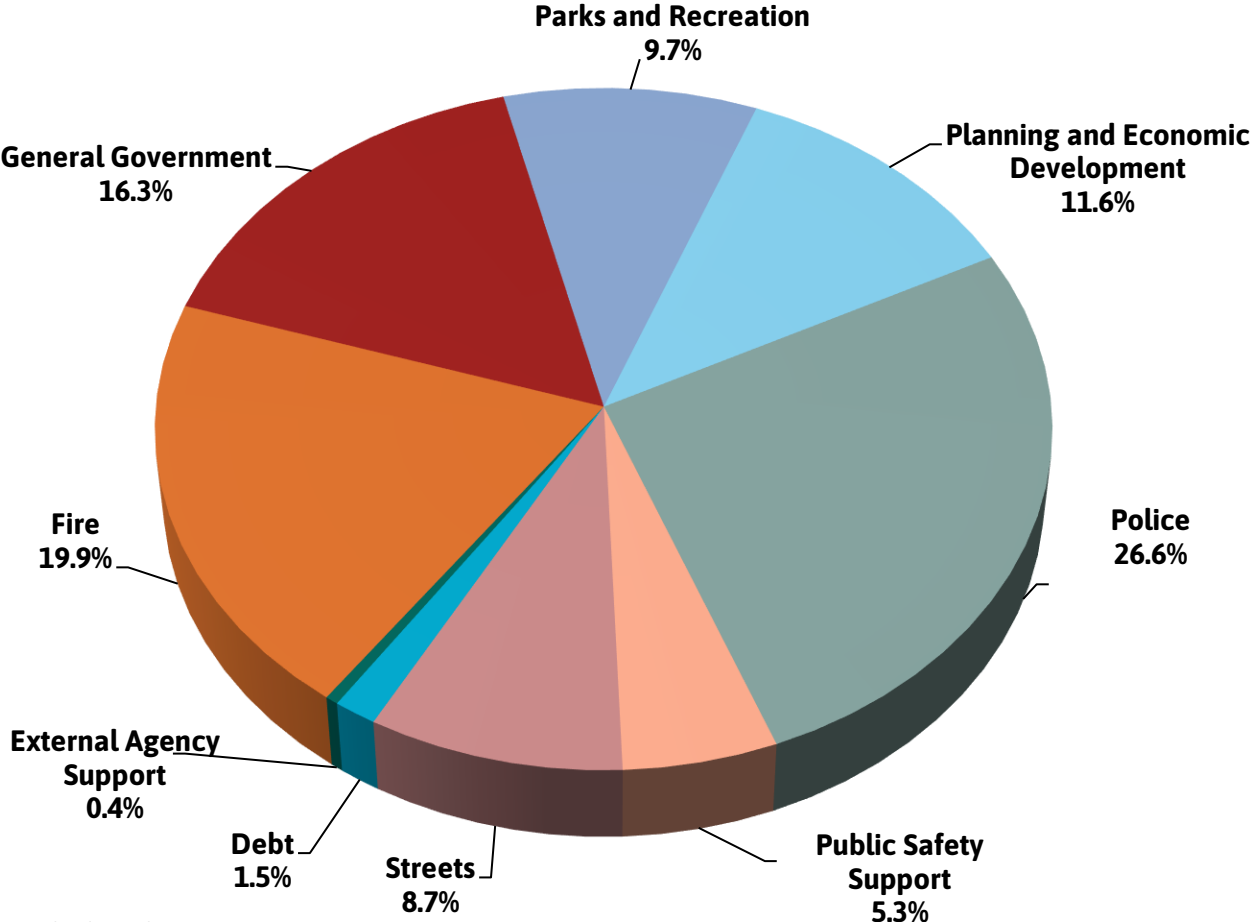


Safe and Prepared Community



General Fund Budget Expenditures

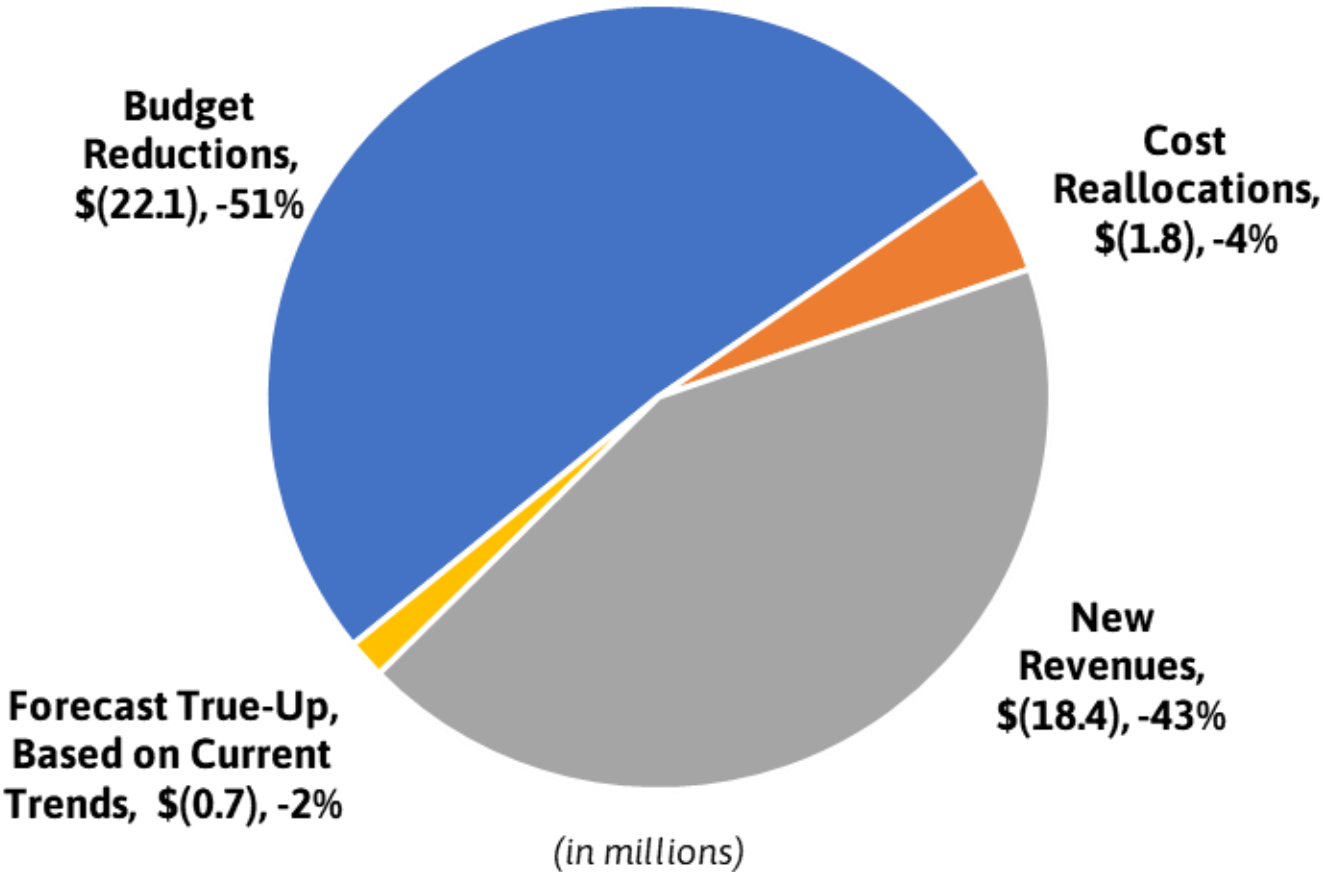
2024 General Fund Budget:
\$287.8M (fee revenue-funded expenditures removed)



2025-2026 Operating Budget

Addressing the Budget Deficit

2025-26 Budget Balancing, \$(43) Million



2025-2026 Operating Budget

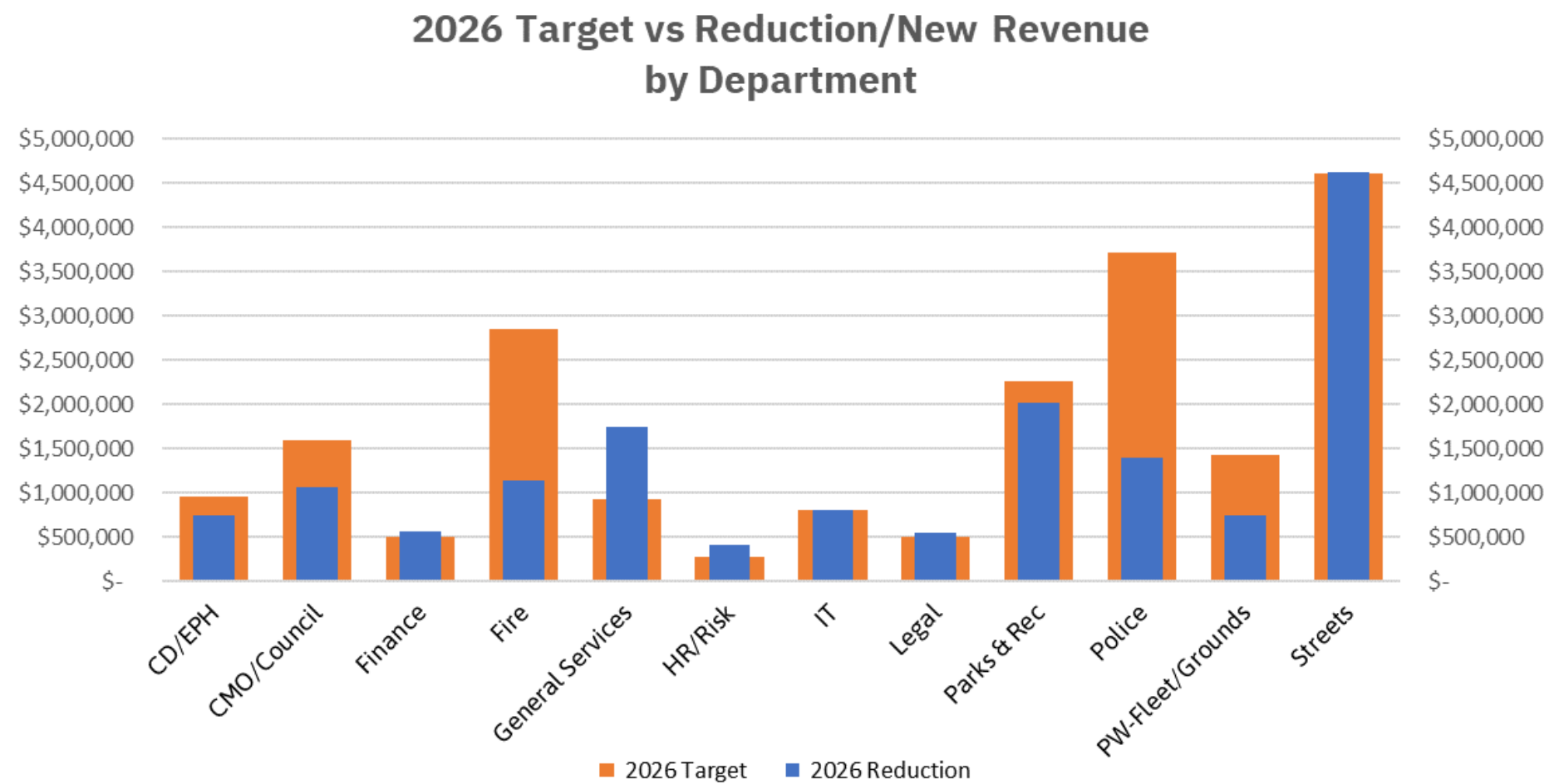
Addressing the Budget Deficit

• Operating Revenue Highlights	\$18.4M
– Additional Utility Tax on Gross Utility Revenues	\$5.3M
– Private Utility Cable Tax	\$3.8M
– Affordable Housing (Unsheltered Support)	\$3.5M
– National Opioid Settlement (Unsheltered Support)	\$1.8M
– Criminal Justice Training Commission Academy (Police Support)	\$1.2M
– Commercial Park Tax (Transportation Support)	\$0.5M



2025-2026 Operating Budget

Addressing the Budget Deficit



2025-2026 Operating Budget

Addressing the Budget Deficit

Department	2026 Baseline Budget		2026 Reduction/ New Rev	% of Budget
CD/EPH	\$	10,735,807	\$ (740,108)	-6.89%
CMO/Council	\$	18,046,918	\$ (1,061,949)	-5.88%
Fire	\$	80,122,790	\$ (1,132,836)	-1.41%
Legal	\$	8,010,317	\$ (547,945)	-6.84%
Parks & Rec	\$	20,591,718	\$ (2,011,735)	-9.77%
Police	\$	75,755,481	\$ (1,394,940)	-1.84%
Streets	\$	35,545,660	\$ (4,618,634)	-12.99%



2025-2026 Operating Budget – General, Street & Fire:

- Budget Reductions
- Grant/Revenue Funded
- New/Increased Programs





Budget Reductions, General, Street and Fire Funds Highlights

2025-2026 Operating Budget: General, Street, Fire Funds

Budget Reductions, General Fund Highlights

- **Safe & Prepared Community**

- Reduce Legal Services in Criminal Division - \$0.5M
- Reclass 2.0 Sergeants and 5.0 Corporals to Police Officers - \$0.4M
- Transition of Emergency Management Coordination to CRESA - \$0.2M
- Reduce Support in Police Records Division - \$0.2M

- **Economic Opportunity**

- Reduce Land Use Planning Support - \$0.2M



2025-2026 Operating Budget: GSF

Budget Reductions, General Fund Highlights

- **Culture & Heritage**

- Reduce Management and Administrative Support in Recreation - \$0.9M
- Eliminate Senior Hike Program and Camp Field Trips - \$0.7M
- Increase Community Center Fees (decrease General Fund subsidy) - \$0.4M
- Reduce Community Center Administrative Support - \$0.2M
- Special Event & Park Shelter Reservation Fee Increase - \$0.1M



2025-2026 Operating Budget: GSF

Budget Reductions, General Fund Highlights

- **High Performing Government**

- Shift Park Capital position expenses to Capital Projects -\$0.6M
- Parks Reductions in services, supplies, travel, etc. -\$0.4M
- Council Reductions in services, supplies, travel, etc. -\$0.2M
- City Manager’s Office Reductions in services, supplies, travel, etc. -\$0.2M

- **Climate & Natural Systems**

- Reduce Volunteer Management Program (Nature Spaces) -\$0.1M



2025-2026 Operating Budget: GSF

Budget Reductions, Street Fund Highlights

- **Transportation & Mobility**

- Reduce General Fund Curb Ramp Retrofit Funding
(\$2.3M in 2025; \$2.5M ongoing beginning in 2026) -\$4.8M
- Reduce General Fund Street Support for Pavement Management
(ongoing beginning in 2026) -\$2.1M



2025-2026 Operating Budget: GSF

Budget Reductions, Fire Fund Highlights

- **Safe & Prepared Community**

- Return 2.0 Training and 1.0 EMS Captain FTEs to Line Staffing -\$0.8M
- Reduce Administrative Support in Fire Department -\$0.6M



2025-2026 Operating Budget: GSF

Budget Reductions, GF Support Dept. Highlights

- **Safe & Prepared Community**

– Reduce Covid-19 Janitorial Services	-\$1.2M
– Reduce City Facility Security Services	-\$0.8M
– Reduce 2.0 FTE Vehicle Service Technicians	-\$0.5M

- **Equity & Inclusion**

– Equity & Inclusion Division Reductions in services, supplies, travel, etc.	-\$0.4M
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2025-2026 Operating Budget: GSF

Budget Reductions, GF Support Dept. Highlights

- **High Performing Government**

- Reduce Finance & Management Services Support - \$0.8M
- Communication Division Reductions in services, supplies, travel, etc. - \$0.3M
- Reduce Class and Compensation Administrative Support - \$0.3M
- Reduced Information Technology Funded Network & Wireless Costs - \$0.3M

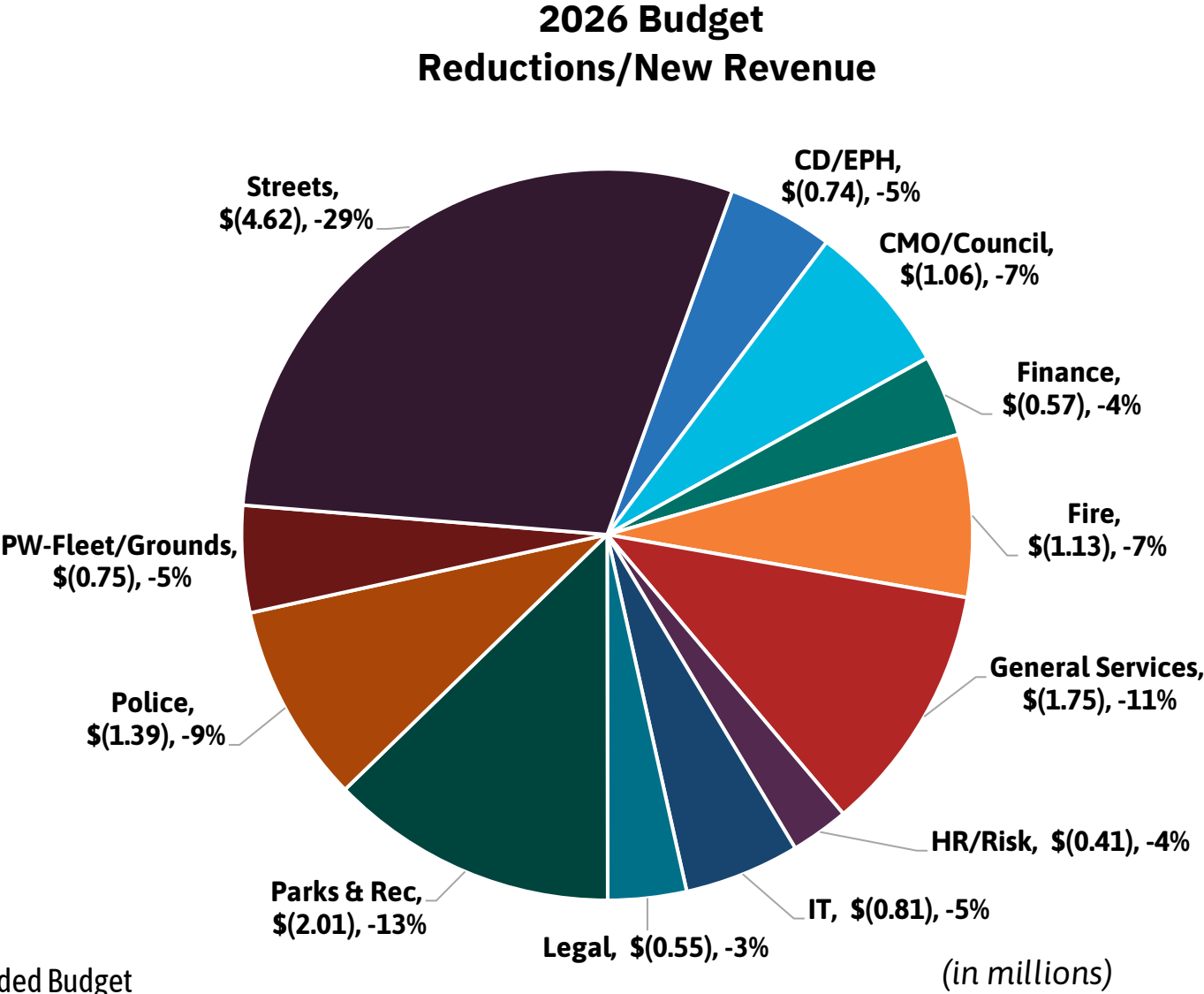
- **Climate & Natural Systems**

- Grounds Maintenance Division Program Reduction - \$0.4M



2025-2026 Operating Budget: GSF

Addressing the Budget Deficit





Grant & Other Revenue Funded, General, Street, and Fire Funds



2025-2026 Operating Budget: GSF

Grant & Other Revenue Funded, General Fund

\$5.0M

- **Housing & Human Needs**

- Connecting Housing to Infrastructure Program (CHIP Grant) \$1.0M
- Homeless Assistance Resource Team (HART) Outreach (WSDOT Grant) \$0.2M

- **Transportation & Mobility**

- Commute Trip Reduction Program (WSDOT Grant) \$0.4M
- Extend 1.0 LTD to support Fourth Plain for All Investment Strategy (ARPA) \$0.3M
- Extend 1.0 LTD to support Interstate Bridge Replacement (IBR) \$0.3M
- Residential Transportation Demand Management Program (WSDOT Grant) \$0.2M



2025-2026 Operating Budget: GSF

Grant & Other Revenue Funded, General Fund

\$5.0M

- **Climate and Natural Systems**

- Home Electrification & Appliance Rebate (HEAR) DOC Grant \$1.2M
- Extend 2.0 LTD to complete 2025-2045 Comprehensive Plan & VMC 20 \$0.6M

- **High Performing Government**

- Convert 1.0 LTD to Regular Grants Management Analyst \$0.3M

- **Culture & Heritage / Equity & Inclusion**

- Extend 1.0 LTD to Support Downtown Small Business (ARPA & IBR) \$0.3M
- Performing Art Center (PAC) Study (Admissions Tax) \$0.2M





New / Increased Programs, General, Street, and Fire Fund Highlights



2025-2026 Operating Budget: GSF

New/Increased Programs, General Fund Highlights

\$44.7M

- **Safe & Prepared Community**

– Police Radio Replacement Funding	\$2.2M
– Public Defense Services (State Law Change)	\$1.8M
– Humane Society Contract Increase, Approved by Council	\$0.9M
– CRESA Increase for Dedicated Services to Vancouver	\$0.8M
– LEOFF II Employer Rate Increase	\$0.8M
– Emergency Management Coordinator (CRESA)	\$0.2M



2025-2026 Operating Budget: GSF

New/Increased Programs, General Fund Highlights

\$44.7M

- **Housing & Human Needs / Economic Opportunity**

- Future Bridge Shelter Operating costs, starting 9/2025 (B&O Tax - Retail) \$8.4M
- Homelessness Operating Costs increase \$5.1M
- Vancouver City Center Vision (VCCV) Consultant Services \$0.4M
- Regional Economic Development Partnerships (CREDC, VDA, GPI) \$0.4M

- **Culture & Heritage / Equity & Inclusion**

- Fourth Plain Commons Maintenance and Utilities \$0.3M
- Vancouver Arts & Music Festival (2025) \$0.2M
- Small, Minority, and/or Disadvantaged Businesses Outreach \$0.2M



2025-2026 Operating Budget: GSF

New/Increased Programs, General Fund Highlights

\$44.7M

- **High Performing Government**

– General Liability & Property Insurance Increase + Workers Comp	\$3.5M
– WorkDay Replacement ER&R	\$1.2M
– Fleet Replacement Shortfalls	\$2.4M
– 2025-2045 Comprehensive Plan & VMC 20 Update (carryforward)	\$0.8M



2025-2026 Operating Budget: GSF

New/Increased Programs, Street Funds Highlights

\$3.2M

- **Transportation & Mobility**

- Sidewalk Reconstruction & Maint. Additional Funding (Parking Tax) \$1.0M
- Safe Routes to School Program – Education & Outreach (TBD) \$0.4M
- Add 1.0 FTE Transportation Principal Planner (Capital Projects) \$0.3M
- Add 4.0 Engineering Staff to Manage Complete Streets & Traffic Safety Projects (Capital Projects) \$0.3M
- Transportation System Plan Implementation (TBD) \$0.2M



2025-2026 Operating Budget: GSF

New/Increased Programs, Fire Fund Highlights

\$11.3M

- **Safe & Prepared Community**

– Increase in Overtime Budget to Cover Daily Minimum Staffing	\$5.8M
– Fire Radio Replacement Funding	\$1.5M
– LEOFF II Employer Rate Increase	\$0.9M
– American Medical Response (AMR) Contract Renewal	\$0.8M
– City Subsidy for Emergency Ambulance Service Staffing	\$0.7M
– Clark Regional Emergency Services Agency (CRESA) Rate Increase	\$0.4M



2025-2026 Operating Budget: GSF

New/Increased Programs, GF Support Dept. Highlights **\$11.2M**

- **Culture & Heritage / Equity & Inclusion**

- Diverse Supplier Tracking Software \$0.5M
- Small, Minority, and/or Disadvantaged Businesses Outreach \$0.2M

- **High Performing Government**

- Self-insured Medical Coverage Increase \$3.7M
- Migrate On-premise Infor System to Cloud \$2.8M
- Computer, Laptop, and Network Hardware Replacements \$0.8M
- Phone System Replacement \$0.6M



2025-2026 Operating Budget – All Other Operating Funds

- Budget Reductions
- New/Increased Programs



2025-2026 Operating Budget

Budget Reductions, All Other Operating Funds Highlights

- **Safe & Prepared Community**

- Reduction in Building Inspection and Plans Exam Services (2.5 FTE) -\$0.7M

- **Climate & Natural Systems**

- Reallocating Utility Capital Personnel to Capital Projects -\$1.7M
- Reduce Solid Waste Community Partnerships
(Vancouver Watershed Alliance & Columbia Springs) -\$0.4M
- Stormwater Professional Services Reduction -\$0.3M
- Water Reductions in services, supplies, travel, etc. -\$0.3M



2025-2026 Operating Budget

New/Increased Programs, All Other Op. Funds Highlights \$37.4M

- **Safe & Prepared Community**

– Affordable Housing Services Unsheltered Support (transfer)	\$8.7M
– Uncrewed Aircraft System Program	\$0.5M
– Digital Evidence Cybercrime Unit (DECU) Storage Replacement	\$0.4M

- **Climate & Natural Systems**

– Additional Utility Tax on Gross Utility Revenue	\$5.3M
– Wastewater Treatment Plant Professional Services Increase	\$1.4M
– Wastewater Ash Disposal Cost Increase	\$0.5M
– Tiered Utility Rates Implementation Staffing	\$0.4M



2025-2026 Operating Budget

New/Increased Programs, All Other Op. Funds Highlights \$37.4M

- **Economic Opportunity**

- Tourism Fund Lodging Tax Allocation \$1.9M
- Add 5.0 Capital Project Management FTE to Support Public Works & General Services Capital Program \$1.1M

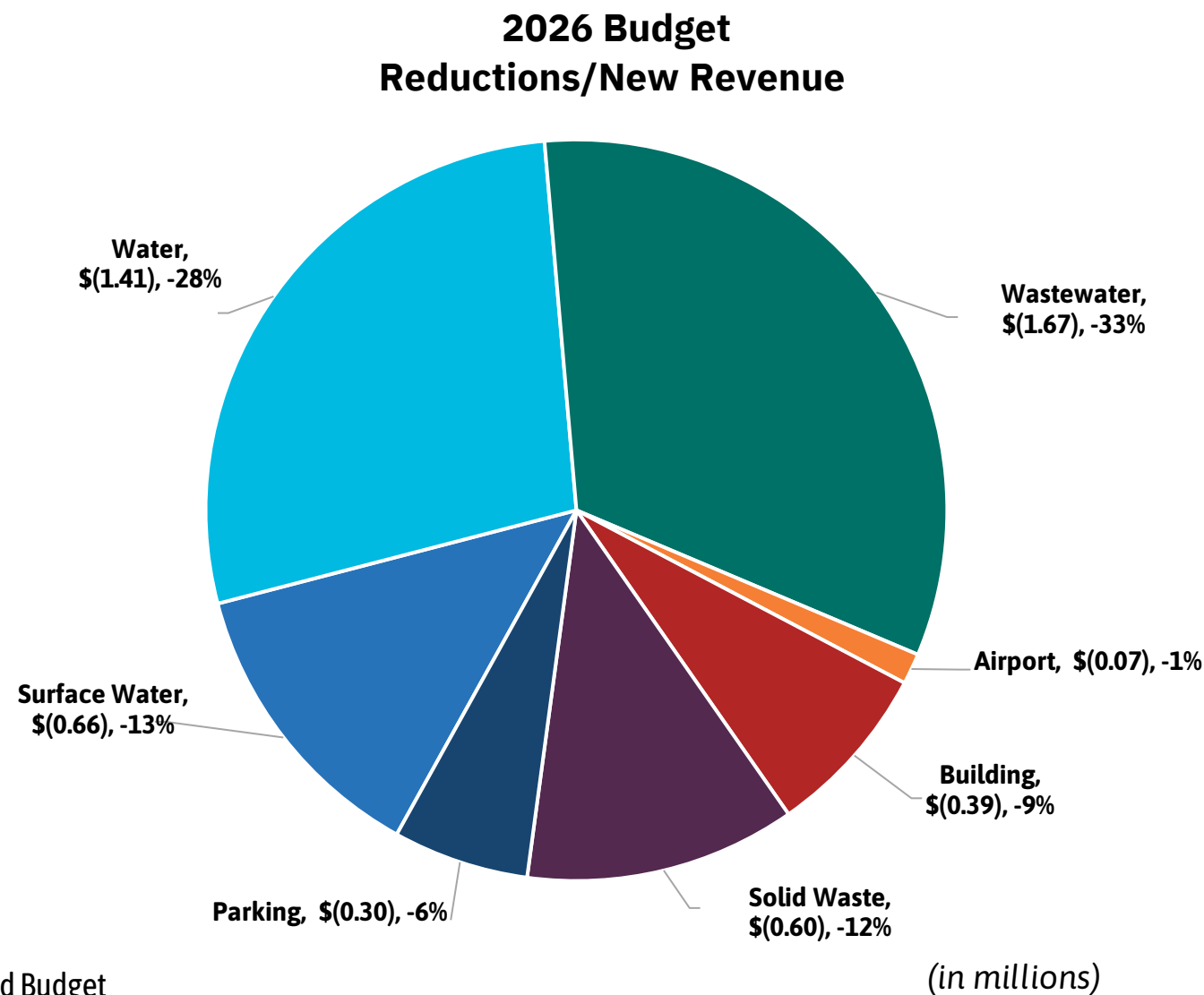
- **Transportation & Mobility**

- Parking Plan Implementation (includes Wayfinding and Pilot Circulator) \$0.6M
- Parking Pay Station Upgrades with ADA Compliance \$0.6M
- Parking Garage & Lot Maintenance & Updates \$0.5M



2025-2026 Operating Budget

Efficiency Reductions in Enterprise Funds



2025-2026 Operating Budget – Authorized FTEs



2025-2026 Staffing

- **Net city-wide reduction of 9.05 FTEs compared to 2024**
 - Reduced 27.55 Regular FTEs
 - All sworn public safety positions were maintained
 - 9.00 FTEs were filled, impacting twelve employees
 - Reduced 8.50 LTD FTEs
 - 1.50 FTE were filled, impacting two employees
 - Added 21.00 FTEs
 - Majority are funded by new revenue or utility funds, or charging to capital projects
 - Added 6.00 LTD FTEs
 - 5.00 to support Operations Center Campus Construction
 - 1.00 to support implementation of Tiered Rates



2025-2026 Operating Budget

FTE Summary: Net Reduction 9.05 FTEs

Community Development -4.00 FTE	City Manager's Office 1.00 FTE	Citywide and General Services 7.50 FTE	Economic Prosperity & Housing -1.50 FTE
<u>Reduction</u> General Fund: 1.0 FTE Assist Planner 0.5 FTE Support Spec Building Fund: 1.0 FTE Bldg Inspector II 1.0 FTE Bldg Inspector III 0.5 FTE Plans Examiner	<u>Addition</u> General Fund: Convert 1.0 LTD FTE Senior Management Analyst to Regular FTE (grant funding)	<u>Addition</u> General Fund/Fire Fund: - Extend 8.0 FTE Public Safety Overhire Positions <u>Reduction</u> General Fund: 0.5 FTE Emergency Preparedness Manager	<u>Reduction</u> General Fund: 1.0 FTE Assoc Planner Parking Fund: 0.5 FTE Parking Officer

Position reclassifications and movement between departments are not identified on slide, but are specified on Attachment B.



2025-2026 Operating Budget

FTE Summary: Net Reduction 9.05 FTEs

Fire Department -3.0 FTE	Financial Services -0.5 FTE	Human Resources -2.8 FTE	Legal Services -2.0 FTE
<u>Reduction</u> Fire Fund: 1.0 FTE Material Control Coordinator (Logistics Division) 2.0 FTE Senior Support Specialists (Training & Admin Support Divisions)	<u>Addition</u> Internal Admin Svc Fund: 2.0 FTE Senior Accountants (B&O-Retail Tax & Commercial Parking Tax) <u>Reduction</u> Internal Admin Svc Fund: 1.0 FTE Business Intelligence Analyst 1.0 FTE Principal Procurement Specialist 0.50 FTE Senior Accounting Clerk	<u>Reduction</u> Internal Admin Svc Fund: 1.0 FTE Human Resources Analyst 1.0 FTE Human Resources Specialist (Police Funded) 0.8 FTE Department Aide	<u>Reduction</u> General Fund: 1.0 FTE Assistant City Attorney II (two .50 FTE) Internal Admin Svc Fund: 1.0 FTE Assistant City Attorney III

Position reclassifications and movement between departments are not identified on slide, but are specified on Attachment B.



2025-2026 Operating Budget

FTE Summary: Net Reduction 9.05 FTEs

Police Department -1.0 FTE	Parks & Recreation -1.5 FTE	PW Streets 5.0 FTE	PW Water (Operating) 1.25 FTE
<u>Reduction</u> General Fund: 1.0 FTE Lead Police Records Specialist	<u>Addition</u> General Fund: 2.0 FTE Park Developers (Parks & Plaza projects) 1.0 FTE Permit Specialist (Recreation Fees) <u>Reduction</u> General Fund: 2.0 FTE Senior Recreation Specialists 1.0 FTE Recreation Services Manager 1.0 FTE Customer Service Reps (two 0.5 FTEs) 0.5 FTE Dept Aide	<u>Addition</u> Street Fund: 1.0 Senior Civil Eng. and 1.0 Civil Engineer FTE (Complete Streets) 1.0 Traffic Engineer and 1.0 Engineering Specialist FTE (Traffic Safety Program) 1.0 Streets & Traffic Operations Superintendent FTE	<u>Addition</u> 1.0 FTE Water Center Facilities Assistant 1.0 LTD Customer Service Rep FTE and 1.0 FTE Sr Accounting Clerk (Tiered Rates Implementation) <u>Reduction</u> 1.0 FTE Utility Accounting Clerk 0.75 FTE Dept Aide

Position reclassifications and movement between departments are not identified on slide, but are specified on Attachment B.



2025-2026 Operating Budget

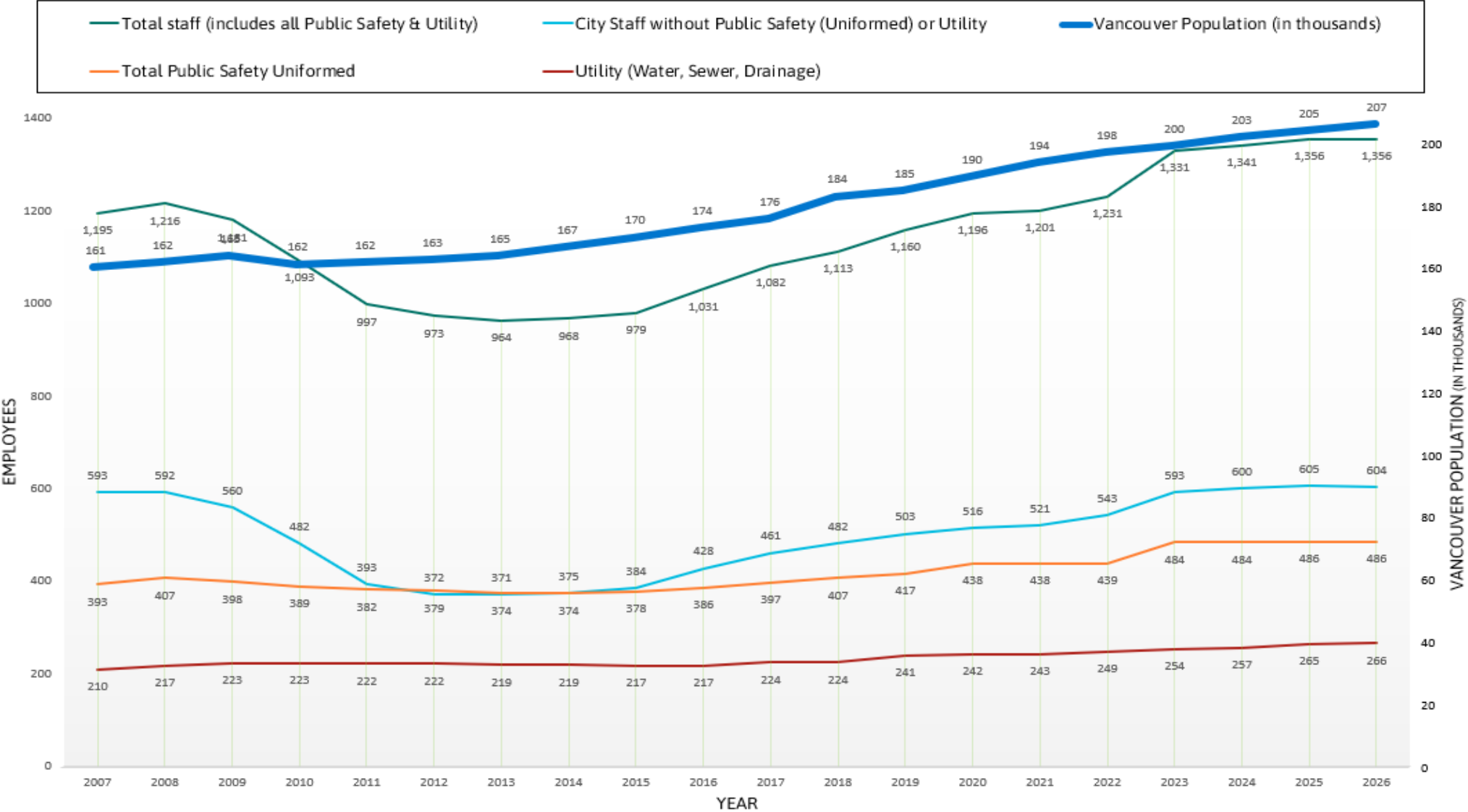
FTE Summary: Net Reduction 9.05 FTEs

PW Water (Construction) 10.0 FTE	PW Sewer 1.0 FTE	PW Solid Waste 1.0 FTE	PW Fleet -2.0 FTE
<u>Addition</u> 5.0 LTD Construction/ Engineer FTEs (PW Ops Campus Construction) 1.0 Senior Civil Engineer FTE and 1.0 Construction Inspection Specialist (GS Capital Workplan) 1.0 Senior Construction Inspector FTE, 1.0 Construction Inspection Specialist, and 1.0 Surveyor (PW Capital Program)	<u>Addition</u> 1.0 FTE Engineering Specialist (PFAS Monitoring)	<u>Addition</u> 1.0 FTE Solid Waste Planner (rate funded)	<u>Reduction</u> 2.0 FTE Fleet Services Technicians

Position reclassifications and movement between departments are not identified on slide, but are specified on Attachment B.



Vancouver City Staffing Over Time





Next Steps

- City Manager's Recommended Budget:
 - Published – Sept. 30
 - Budget Overview Workshop – Oct. 7
 - **Operating Workshop – Oct. 14**
 - **Capital & Ordinances – Oct. 28**
 - **First Reading – Nov. 4**
 - **Public Hearing & Adoption– Nov. 18**



Upcoming Actions

- November 4, 2024
 - First Reading of the 2025-2026 Budget and Supporting Ordinances
- November 18, 2024
 - Public Hearing on the 2025-26 Budget and Supporting Ordinances
 - Budget Ordinances:
 - Budget Ordinance
 - Property Tax Ordinances
 - Utility Rate Increase
 - Admissions Tax
 - Business & Occupation Tax
 - Commercial Parking Tax
 - Cable Excise Tax
 - Cultural Access Sales Tax
 - Special fee inflationary increases
 - Resolution on Financial Policies



Thank You



shannon.olsen@cityofvancouver.us | 360-487-8497 | cityofvancouver.us



August 5, 2024

Workshops: 4:00-5:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/36669?startStreamAt=0&stopStreamAt=2231

Fourth Plain for All Implementation Update

(4:00-5:00 p.m.)

Shannon Williams, Senior Planner, shannon.williams@cityofvancouver.us

Staff led Council through a discussion of the Fourth Plain for All Implementation Update.

Councilmember Harless was absent from the workshop.

Council Dinner / Executive Session Re: Personnel – RCW 42.30.110(1)(g) (1.5 hours)

Mayor McEnery-Ogle announced the Council would be entering into executive session from 4:46-6:15 p.m. to discuss Personnel - RCW 42.30.110(1)(g).

Regular Council Meeting

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/36671?startStreamAt=0&stopStreamAt=2040

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, and Mayor McEnerny-Ogle

Absent: Councilmember Harless

Proclamations

National Night Out

Mayor McEnerny-Ogle read and presented a proclamation to David Holt, Director of the U.S. Department of Veterans Affairs, VA Portland Health Care System, and Gregory Straub, Deputy Chief of Police, U.S. Department of Veterans Affairs Police Service, proclaiming August 6, 2024, as National Night Out.

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- *Kimberlee Goheen Elbon, La Center, WA*
- *Carmen DeLeon, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried Yes: 6, No: 0, to amend the agenda to add a 30-minute executive session at the end of the meeting for Personnel - RCW 42.30.110(1)(g). Absent from vote: Councilmember Harless.

Council pulled item 4 for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried Yes: 6, No: 0, Abstain: 0, to Approve Items 1-3 and 5-7 on the Consent Agenda. Absent from vote: Councilmember Harless.

Motion by Councilmember Fox, seconded by Councilmember Hansen, and carried Yes: 6, No: 0, Abstain: 0, to Approve Item 4 on the Consent Agenda. Absent from vote: Councilmember Harless.

1. Bid Award - Pearson Airfield Lighting Replacement Project, per BID #24-01
Staff Report: 142-24

Request: Award a construction contract for the Airport Electrical project to the lowest responsive and responsible bidder, Northeast Electrical, LLC, Woodland, Washington at their bid price of \$648,939.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Guy Lennon, Airport Manager, guy.lennon@cityofvancouver.us

Motion approved the request.

2. Contract Amendment - Portland Adventist Medical Center
Staff Report: 143-24

Request: Authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with Portland Adventist Medical Center from \$300,000 to \$450,000.

Lee Lofton, Deputy Human Resources Director, Antoinette Gasbarre,
Human Resources Director, lee.lofton@cityofvancouver.us,
Antoinette.Gasbarre@cityofvancouver.us

Motion approved the request.

3. Interlocal Agreement - Collaboration of Stormwater Partners of Southwest Washington

Staff Report: 144-24

Request: Authorize the City Manager, or their designer, to execute an Interagency Agreement with Clark County and the cities of Battle Ground, Camas, Ridgefield, and Washougal to participate in a regional group, Stormwater Partners of Southwest Washington per the Agreement.

Kris Olinger, Utility Engineering Program Manager,
kris.olinger@cityofvancouver.us

Motion approved the request.

4. Approval of the Updated 2024 Council Meeting Schedule

Staff Report: 145-24

Request: Approve the Updated 2024 annual City Council Meeting schedule.

Sarah Dollar, Executive Assistant to City Council,
Sarah.Dollar@cityofvancouver.us

Motion approved the request.

5. Waterfront Gateway Quiet Title Action

Staff Report: 146-24

A RESOLUTION authorizing quiet title action to clear title and properly vest legal ownership of certain real property with the City of Vancouver ("City").

Request: Adopt a resolution authorizing the Vancouver City Attorney, or designated representatives, to bring a legal action in the name of the City of Vancouver to cure the legal description.

Rebecca Rude, Assistant City Attorney, becky.rude@cityofvancouver.us

Motion adopted Resolution M-4289 to approve the request.

6. Rezone and Critical Area Permit for 19th Street Terrace Subdivision

Staff Report: 147-24

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density

Residential; and a 46-lot subdivision; and providing for severability and an effective date.

Request: On Monday, August 5, 2024, approve the ordinance on first reading, setting date of second reading and quasi-judicial public hearing for August 12, 2024.

Mark Person, Senior Planner, mark.person@cityofvancouver.us

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Motion approved the request.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for August 5, 2024.

Motion approved claim vouchers in the amount of \$26,132,983.07.

Unfinished Business

8. Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Proposed Amendments to the Vancouver City Charter, Pursuant to RCW 29A.32.280

Staff Report: 148-24

Request:

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the proposed amendments to the City Charter, or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the proposed amendments to the City Charter, or, alternatively, defer such action to the County Auditor.

Aaron Lande, Program and Policy Development Manager,
aaron.lande@cityofvancouver.us

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried Yes: 6, No: 0, Abstained: 0, to defer recruiting committee selection for amendments 8-11 to the County Auditor. Absent from vote: Councilmember Harless.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried Yes: 6, No: 0, Abstained: 0, to appoint Terah Ebie on the Pro Committee for Amendment No. 12. Absent from vote: Councilmember Harless.

Motion by Mayor Councilmember Stober, seconded by Councilmember Paulsen, and carried Yes: 6, No: 0, Abstained: 0, to defer to the County Auditor for recruitment of two people on the Pro Committee and a Con Committee for Amendment No. 12. Absent from vote: Councilmember Harless.

9. Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Levy Lid Lift Proposition Pursuant to RCW 29A.32.280

Staff Report: 149-24

Request:

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the Council's levy lid lift proposition or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the Council's levy lid lift proposition, or, alternatively, defer such action to the County Auditor.

Dan Lloyd, Assistant City Attorney, dan.lloyd@cityofvancouver.us

Mayor McEnerny-Ogle withdrew her name from the Pro Committee for the Approval and Rejection of the Council's Levy Lid Lift Proposition.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried Yes: 6, No: 0, Abstained: 0 to approve the three Pro Committee Candidates, Tammy O'Neil, Martha Baumgarten, and Bart Hansen, and defer the Con Committee recruitment of up to 3 individuals to the County Auditor. Absent from vote: Councilmember Harless.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Executive Session Re: Personnel– RCW 42.30.110(1)(g) (30 Minutes)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 7:09-8:05 p.m. to discuss Personnel – RCW 42.30.110(1)(g). This was an extension from the Executive Session held from 4:46-6:15 p.m.

Adjournment

8:05 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Fwd: Truth over Deception
Date: Thursday, August 1, 2024 1:12:23 AM

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From: "Peter A. McCullough, MD, MPH from Courageous Discourse™ with Dr. Peter McCullough & John Leake" [REDACTED]

Date: Wed, Jul 31, 2024 at 2:35 AM

Subject: Truth over Deception
[REDACTED]

Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

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06.24.24.JoniTableTalk.TruthOverDeception.mp4



Truth over Deception

Dr. McCullough on Daystar Table Talk with Joni Lamb

PETER A. MCCULLOUGH, MD, MPH
JUL 31



By Peter A. McCullough, MD, MPH

Will the world be deceived into lockdowns, food scares, and taking Bird Flu vaccines? Please enjoy this practical Table Talk on Daystar with Joni Lamb and her panel assembled to ask the right questions on how to be prepared and not give into the government fear-driven narrative on Disease X H5N1 Avian Influenza.

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COMMENT



RESTACK



From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "Pfizer Being Sued for Covid Vaccine - Top Attorney Dwane Cates Review and Opinion" on YouTube
Date: Monday, July 29, 2024 12:54:26 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://youtu.be/E39eFfiXi4c?si=1ysr7_mupDIL4aGA .please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn.

<https://www.sciencedirect.com/science/article/pii/S0264101X24001270>
(Groundbreaking global study on 99 million vaccinated people reveals increases in neurological, blood, and heart conditions associated with COVID-19 vaccines. Explanatory article [here](#) and video [here](#).)

- Exploring COVID-19 Vaccines 'Safety Signal' Data on Vigiaccess.org: A World Council for Health Report**
<https://www.vigiaccess.org/76aj>
 (Conclusions: It Cannot Be Said That Covid-19 "Vaccines" Are Safe. "What further investigation is needed to establish causation, based on the substantial numbers of deaths and SAEs associated with the COVID-19 vaccines on Vigiaccess.org, the strategy of COVID-19 vaccination programmes worldwide should be reconsidered." Explanatory article [here](#).)
- The mRNA-LNP vaccines – the good, the bad and the ugly?**
<https://www.frontiersin.org/journal/immunology/article/10.3389/fimmu.2024.1310090/full>
 ("The latest data raise serious concerns about the safety and effectiveness of these vaccines. Here, we review some of the safety and efficacy concerns identified to date. We also discuss the potential mechanism of observed adverse events related to the use of these vaccines and whether they can be mitigated" Explanatory article [here](#).)
- N1-methylphosphorodithioate of mRNA causes +1 ribosomal frameshifting**
<https://www.nature.com/articles/s41586-023-06800-3>
 (Scientists discovered that in addition to the toxic "spike proteins," mRNA vaccines have a weakness that introduces "read errors," making vaccinated individuals produce nearly random proteins with unknown and unpredictable effects. Scientists found that 25-30% of vaccinated people experience unintended immune response. mRNA COVID vaccine technology, using pseudotranslating instead of codons, creates potential for "frameshifting," which means that the cellular machinery erroneously skips one genetic "bit," causing all subsequently read data to become garbled. The lost "bit" of genetic translation lead to garbage proteins produced by vaccinated bodies at random. What consequences can occur due to garbled reads of COVID-19 genetic codes and the expression of junk frameshifted proteins? Nobody knows. Explanatory articles [here](#), [here](#), and [here](#). Videos [here](#) and [here](#).)
- Broad-spectrum of non-serious adverse events following COVID-19 vaccination: A population-based cohort study in Seoul, South Korea**
<https://www.medrxiv.org/content/10.1101/2023.11.15.23290561v2>
 (Working from a giant Korean medical database, scientists examined the "incidence rate and risk" of a wide spectrum of "non-fatal adverse events" including: gynecological, hematological, dermatological, ophthalmological, otologic, and even dental problems following C19 vaccination. After analyzing the data, the researchers found a strong correlation in nearly every area between mRNA vaccination and increased risk of an immune-related adverse event, with only a couple exceptions. "Conclusions: The three month risk of incident non-fatal, immune related adverse events are substantially higher in the vaccinated subjects than in non-vaccinated controls." This data suggests that the mRNA vaccines make people sicker in nearly every possible way.)
- Hematologic abnormalities after COVID-19 vaccination: A large Korean population-based cohort study**
<https://www.medrxiv.org/content/10.1101/2023.11.15.23290561v1>
 (Authors searched a giant Korean medical database for correlations between mRNA vaccination and blood disorders and found a strong correlation showing a substantially increased risk of certain blood disorders after mRNA vaccination: nutritional anemia, hemolytic anemia, aplastic anemia, coagulation defects, and neutropenia. They specifically found that "Incidence rates of hematologic abnormalities in the vaccination group three months after vaccination were significantly higher than those in the nonvaccinated group." Also, "In conclusion, COVID-19 vaccination increased the risk of hematologic abnormalities." Explanatory article [here](#).)
- RETRACTED COVID-19 vaccination in children alters cytokine responses to heterologous pathogens and Toll-like receptor agonists**
<https://www.frontiersin.org/journal/immunology/article/10.3389/fimmu.2023.1242300/full>
 (Study showed that 20 COVID-vaccinated children aged 5-11, had markedly decreased immune responses to various bacteria and fungi (many pathogens that are quite common and serious or even deadly) 28 days after the second dose of Pfizer. Many specific immune reactions declined by a factor of over ten times. Explanatory articles [here](#) and [here](#).)
- Concerns about the Effectiveness of mRNA Vaccination Technology and Its Long-Term Safety: Potential Interference on mRNA Machinery**
<https://www.mdpi.com/1422-0067/24/2/1484>
 (Conclusions: "The disruption of mRNA biogenesis machinery is responsible for several human pathologies. mRNA dysregulation is associated with the development of clinical complications during COVID-19 infection. SARS-CoV-2-encoded mRNAs can affect the host's immune response [and] contribute to the onset of other longer-term diseases. The dysregulation of the host mRNA may be that modulates multiple gene expressions can influence cancer development." Explanatory article [here](#).)
- Potential health risks of mRNA-based vaccine therapy: A hypothesis**
<https://www.sciencedirect.com/science/article/pii/S0304987723000117>
 ("Susceptible individuals would then potentially have an increased risk of DNA damage, chronic autoinflammation, autoimmunity and cancer. In light of the current mass administration of semi-mRNA vaccines, it is essential and urgent to fully understand the intracellular cascades initiated by cellular uptake of synthetic mRNA and the consequences of these molecular events.")
- Detection of recombinant spike protein in the blood of individuals vaccinated against SARS-CoV-2: Possible molecular mechanisms**
<https://onlinelibrary.wiley.com/doi/10.1002/poc.202300040>
 (In this exciting study, vaccine-derived spike protein was found in 50% of the biological samples as late as six months after the last dose. And nowhere does the study state that spike protein production ends after 187 days—that's simply as long as the study tested for it—which makes it a disturbing possibility that spike protein production in the body never actually ends. Explanatory article [here](#).)
- SARS-CoV-2 spike mRNA vaccine sequences circulate in blood up to 28 days after COVID-19 vaccination**
<https://onlinelibrary.wiley.com/doi/10.1111/sgm.13294>
 ("Vaccines, which are usually live attenuated or killed virus, or a harmless protein, should be in the body only a few days as immunity is being generated. After that, the vaccine material is cleared by the reticuloendothelial system. Having foreign genetic code in the form of synthetic RNA loaded on lipid nanoparticles with PEG in the blood system for a month has many adverse implications. Explanatory article [here](#).)
- The spike hypothesis in vaccine-induced adverse effects: questions and answers**
<https://www.cdc.gov/newsroom/releases/2023/s0417-23-00108.html>
 (Most virus [via infection vs injection] spike protein remains in respiratory tract while mRNA vaccine induced spike protein production occurs in internal organs and tissues, which can exert more systemic effects. Conclusion: COVID-19 mRNA vaccines under some circumstances induce high and possibly toxic amounts of S protein in organs and tissues, in turn leading into the circulation.)
- Curing the pandemic of misinformation as COVID-19 mRNA vaccines through real evidence-based medicine - Part I**
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC107171/>
 ("In the non-elderly population the "number needed to treat" to prevent a single death runs into the thousands. Re-analysis of randomised controlled trials using the messenger ribonucleic acid (mRNA) technology suggests a greater risk of serious adverse events from the vaccines than being hospitalised from COVID-19. Pharmacovigilance systems and real-world safety data, coupled with plausible mechanisms of harm, are deeply concerning, especially in relation to under-elderly safety." The paper concludes by calling for an immediate suspension of all Covid 19 vaccinations "A pause and reappraisal of global vaccination policies for COVID-19 is long overdue")
- Shedding of infectious SARS-CoV-2 despite vaccination**
<https://journals.plos.org/plospathogens/article?id=10.1371/journal.ppat.1010876>
 ("We found that a large proportion of people with infection despite full vaccination had high levels of virus in their bodies, regardless of sex or the type of vaccine they received. Our study was one of the first to demonstrate the possibility that vaccinated people could play a role in spreading COVID." Explanatory article [here](#).)
- COVID-19 Vaccine Boosters for Young Adults: A Risk-Benefit Assessment and Five Ethical Arguments against Mandates at Universities**
<https://pub.tmg.com/content/105125>
 ("Using CDC and sponsor-reported adverse event data, we find that booster mandates may cause a net expected harm: per COVID-19 hospitalisation prevented or previously uninfected young adults, we anticipate 18 to 96 serious adverse events, including 1 to 3.9 booster-associated myocardial cases in males, and 1,373 to 3,234 cases of grade ≥3 reactogenicity which interferes with daily activities. Given the high prevalence of post-infection immunity, this risk-benefit profile is even less favorable.")
- Innate immune suppression by SARS-CoV-2 mRNA vaccinations: The role of G-quadruplexes, exosomes, and MicroRNA**
<https://www.sciencedirect.com/science/article/pii/S027869152300206X>
 (The spike protein is autotoxic, and it impairs DNA repair mechanisms. It also induces a profound impairment in type I interferon signaling with a causal link to neurodegenerative disease, myocarditis, immune thrombocytopenia, B cell's pancytopenia, liver disease, impaired adaptive immunity, impaired DNA damage response and immunoparesis. Explanatory article [here](#).)
- The G1 protein of SARS-CoV-2 crosses the blood-brain barrier in mice**
<https://www.nature.com/articles/s41593-020-00771-8>
 (While this is a problem both for natural spike as well as vaccine-induced spike, it is a more serious problem for vaccine-induced spike, because natural spike clears from the body in days in most cases, whereas mRNA-infected cells can continue to produce spike for months, or even longer with repeated booster

(shots.)

- **Immune imprinting, breadth of variant recognition, and germinal center response in human SARS-CoV-2 infection and vaccination**
[https://www.cell.com/cell/fulltext/S0092-9646\(22\)00979-0](https://www.cell.com/cell/fulltext/S0092-9646(22)00979-0)
(Vaccine spike antigen and mRNA persist for at least two months in lymph nodes—which was as long as the study looked for them. Protein production of spike is higher than dose of severity of COVID-19 patients. Vaccinated people infected with variants of hsa-Cov-2 produce antibodies biased toward the original and more extinct variant rather than the one that has actually infected them.)
- **Previous COVID-19 infection but not Long COVID is associated with increased adverse events following BNT162b2/Pfizer vaccination**
<https://www.medrxiv.org/content/10.1101/2021.04.15.21251925v1>
(This research suggests that serious side effects from these vaccines are more common in those who already possess natural immunity.)
- **On COVID vaccines, why they cannot work, and irrefutable evidence of their causative role in deaths after vaccination**
<https://docs.covidethics.org/wp-content/uploads/2021/12/covid-coronavirus.pdf>
(Pathology results show that 93% of people who died after being vaccinated were killed by the vaccine. Explanatory video [here](#).)
- **Understanding the Pharmacology of COVID-19 mRNA Vaccines: Playing Dice with the Spike?**
<https://www.mdpi.com/1422-0067/23/18/10881>
("Since translation of the mRNA occurs potentially and—most importantly—unpredictably in any tissues and organs, and it can be easily hypothesized that inappropriate production in vulnerable tissues may represent a major risk factor for local tissue damage, leading to myocarditis, central and peripheral neuropathies, vasculopathies, myopathies, endometriopathies and other diseases, depending on the location and amount of S protein expression.")
- **Inability to work following COVID-19 vaccination—a relevant aspect for future booster vaccinations**
<https://www.sciencedirect.com/science/article/pii/S0033338623002470?via=ihub>
("Among 1704 health care workers enrolled, 595 (35%) were on sick leave following at least one COVID-19 vaccination, leading to a total number of 1150 sick days. Both the absolute sick days and the rate of health care workers on sick leave significantly increased with each subsequent vaccination. There is a risk of additional staff shortages due to post-vaccination inability to work, which could negatively impact the already strained healthcare system and jeopardize patient care.")
- **The anti-SARS-CoV-2 BNT162b2 vaccine suppresses myelopoiesis-induced erythroid differentiation and expression of embryo-fetal globin genes in human erythroleukemic K562 cells**
<https://www.biorxiv.org/content/10.1101/2023.09.07.556634v1>
(Diminishing doses of Pfizer mRNA vaccine cause dramatic suppression of globulin gene expression in bone marrow stem cells. Also: "searching for circulating Spike in plasma might help in understanding unexpected adverse effects following COVID-19 mRNA vaccination." Conclusion: "SARS-CoV-2 S-protein, COVID-19 mRNA vaccines and SARS-CoV-2 infection might have dramatic effects on the hematopoietic [blood cell production] compartment.")
- **US COVID-19 Vaccines Proven to Cause More Harm than Good Based on Pivotal Clinical Trial Data Analyzed Using the Proper Scientific Endpoint, "All Cause Severe Morbidity"**
<https://www.scrippshealth.com/pdfs/hs-covid19-vaccines-proven-to-cause-more-harm-than-good-based-on-pivotal-clinical-trial-data-analyzed-using-the-proper-scientific-1811.pdf>
Paper analyzed the clinical trial data for all three US vaccines and confirmed the lack of any overall benefit. There was an increase in morbidity which was highly statistically significant in all three vaccines. It concluded, "Based on this data it is all but a certainty that mass COVID-19 immunization is hurting the health of the population in general. Scientific principles dictate that the mass immunization with COVID-19 vaccines must be halted immediately because we face a looming vaccine induced public health catastrophe.")
- **Brief research report: Impact of vaccination on antibody responses and mortality from severe COVID-19**
<https://www.medrxiv.org/content/10.1101/2023.09.07.23291923v1>
(Ohio State University researchers published a stunning finding. Vaccinated Covid patients hospitalized with respiratory failure were more likely to die than the unvaccinated. 70% died, compared to 37%.)
- **Long-term adverse events of three COVID-19 vaccines as reported by vaccinated physicians and dentists, a study from Jordan and Saudi Arabia**
<https://www.tandfonline.com/doi/full/10.1080/108021645515.2022.2019017>
(Study followed 498 vaccinated physicians and dentists showed that around 6 percent reported long-term fatigue post-vaccination.)

Autoimmune

- **Oncogenesis and autoimmunity as a result of mRNA COVID-19 vaccination**
<https://www.authorea.com/users/45597/articles/737938-oncogenesis-and-autoimmunity-as-a-result-of-mrna-covid-19-vaccination>
("In this paper, we have provided an extensive review of the role of Treg cells in the immune system, with a particular focus on the agonistic disruption of their behavior caused by the mRNA vaccines. It appears that the vaccines typically induce an intense IgG antibody response due to the toxicity of the spike protein, along with an extreme inflammatory response through cytokine release by T cells, and, ultimately, the potential for autoantibodies to attack the tissues through recognition of non-self spike protein on the cell surface."
Explanatory article [here](#).)
- **The Potential Role of SARS-CoV-2 Infection and Vaccines in Multiple Sclerosis Onset and Reactivation: A Case Series and Literature Review**
<https://www.mdpi.com/1099-4913/15/7/1249>
(Authors reported numerous cases of either flares of existing MS or de novo disease in patients who either had SARS-CoV-2 infection, vaccination, and likely both. It is well known that other viral infections can flare MS; however, there were clear-cut cases of mRNA vaccines causing new cases of MS. Paper suggests some de novo cases were completely avoidable by declining COVID-19 vaccination from the start. Explanatory article [here](#).)
- **Safety of vaccination against SARS-CoV-2 in people with rheumatic and musculoskeletal diseases: results from the EU-LAR Coronavirus Vaccine (COVAX) physician-reported registry**
<https://ard.bmj.com/content/81/5/695>
(A rheumatology database published in the BMJ showed that 37% of patients had an adverse response to COVID vaccination, and 4.4% of those vaccinated experienced an exacerbation of a pre-existing autoimmune condition. Explanatory article [here](#).)
- **Autoimmune inflammatory reactions triggered by the COVID-19 genetic vaccine in terminally differentiated tissues**
<https://www.tandfonline.com/doi/full/10.1080/08916934.2023.2259123>
(The conclusions are inescapable, mRNA vaccines will cause autoimmunity in all applications. "Numerous studies report the onset of autoimmune reactions following COVID-19 vaccination. The histopathological data provide indisputable evidence that demonstrates that the genetic vaccines exhibit an off-target distribution, causing the synthesis of the spike protein and thus triggering autoimmune inflammatory reactions" Explanatory article [here](#).)
- **Role of the antigen presentation process in the immunization mechanism of the genetic vaccines against COVID-19 and the need for biodistribution evaluations**
<https://pubmed.ncbi.nlm.nih.gov/35294929/>
(All cells that take up mRNA express foreign proteins on the cell surface inviting an immediate auto-immune attack on cells harboring the mRNA and it's protein products.)
- **New-onset autoimmune phenomena post-COVID-19 vaccination**
<https://medrxiv.org/content/10.1101/2023.09.07.23291923v1>
(Conclusion: emerging evidence has indicated that new onset of autoimmune manifestations including VITT, autoimmune liver diseases, GBS and IgA nephropathy appears to be associated with COVID-19 vaccines. The plausible mechanisms include molecular mimicry, the production of particular autoantibodies and the role of certain vaccine adjuvants. Further studies are warranted.)
- **IgA Vasculitis Following COVID-19 Vaccination: A French Multicenter Case Series Including 12 Patients**
<https://www.jci.org/content/162/22232>
(The major points of this paper are: 1) auto-immune disease will happen after genetic vaccinations of any type and IgA vasculitis is just the tip of the iceberg, 2) data rules can be the only clue to internal organ damage and the need for treatment. Explanatory article [here](#).)
- **Autoimmune inflammatory reactions triggered by the COVID-19 genetic vaccines in terminally differentiated tissues**
<https://www.tandfonline.com/doi/full/10.1080/08916934.2023.2259123>
Prediction of a foreign protein in the human body has turned out to be a disaster as illustrated in paper. Reasons why: 1) each cell that takes up the vaccine expresses the protein in the cell surface initiating autoimmune attack, 2) the tissue distribution appears to be wide involving organs where this attack could be lethal (heart, brain, bone marrow, etc.), 3) both the genetic material and the Spike protein are long lasting (months to years) which is long enough to cause an autoimmune syndrome which may be permanent. Explanatory article [here](#).)
- **Molecular mimicry between SARS-CoV-2 spike glycoprotein and mammalian proteases: implications for the vaccine**
<https://link.springer.com/article/10.1007/s12026-020-09152-6>

("Finally, this study once more reiterates the concept that only vaccines based on minimal immune determinants, unique to pathogens and absent in the human proteome, might offer the possibility of safe and efficacious vaccines." In other words, vaccines need to eliminate the regions of the Spike protein that mimic human proteins in order to avoid triggering autoimmunity.)

• **Incidence of Guillain-Barré Syndrome After COVID-19 Vaccination in the Vaccine Safety Datalink**

<https://pubmed.ncbi.nlm.nih.gov/35471572/>

(*Explanatory article:* The incidence rate of confirmed cases per 100,000 person-years was 34.6 during the 1 to 21 days after administration, much higher than the historical background rate of 2 per 100,000 person-years.)

• **Pathogenic priming likely contributes to serious and critical illness and mortality in COVID-19 via autoimmunity**

<https://pubmed.ncbi.nlm.nih.gov/32292901/>

(The COVID-19 vaccination program causes Disease Enhancement, likely via numerous possible means: from molecular mimicry leading to autoimmunity, or antibody-dependent enhancement. *Explanatory article*)

• **Pathogenic antibodies induced by spike proteins of COVID-19 and SARS-CoV viruses**

<https://www.medrxiv.org/content/10.1101/2020.09.15.20193777>

(Preprint article found that "these pathogenic antibodies, through a mechanism of Antibody Dependent Auto-Attack (ADAA), target and bind to host vulnerable cells or tissues such as damaged lung epithelium cells, initiate a self-attack immune response, and lead to serious conditions including ARDS, cytokine release, and death. Moreover, the pathogenic antibodies also induced inflammation and hemorrhage of the kidneys, brain, and heart. Furthermore, the pathogenic antibodies can bind to un-injured fetal tissues and cause abortions, prepartum labor, still births, and neonatal deaths of pregnant mice.")

Blood Clots & Fibrous Clots

• **COVID-19 Vaccines: A Risk Factor for Cerebral Thrombotic Syndromes**

<https://www.medrxiv.org/content/10.1101/2020.12.01.202611>

(Study compares the rates of cerebral thrombosis among COVID-19 vaccine recipients to the large number of individuals who take an influenza vaccine annually. Compared to influenza vaccines given over 34 years, COVID-19 vaccines in 36 months of use had over 1000-fold increased risk of most blood clot events, and compared to all vaccines combined administered over 34 years, this risk remained at over 200-times greater with COVID-19 vaccination. *Explanatory article* *here*.)

• **Extensive splenic vein thrombosis after SARS-CoV-2 vaccination: A Vascular Liver Disease Group (VALDG) initiative**

https://journals.lww.com/hep/abstract/9000/extensive_splenic_vein_thrombosis_after_747.aspx

("In 72% of cases, no other cause for SVT could be identified following SARS-CoV-2 vaccination. These cases were different from patients with enterovirus-related SVT, with lower incidence of prothrombotic conditions, higher rates of bowel ischemia, and poorer outcome." *Explanatory article* *here*.)

• **Stylylated Glycan Bindings from SARS-CoV-2 Spike Protein to Blood and Endothelial Cells Governs the Severe Morbilities of COVID-19**

<https://www.mdpi.com/1422-0067/24/12/11709>

(Spike protein causes the clumping of blood cells, whether by infection or vaccine injection. *Explanatory video* *here*.)

• **Safety Profiles of mRNA COVID-19 Vaccines Using World Health Organization Global Safety Database (VigiBase): A Latent Class Analysis**

<https://link.springer.com/article/10.1007/s00121-022-00742-3>

("We found five distinguished clusters of serious AEs following mRNA COVID-19 vaccination, with a high proportion of vascular disorders, including pulmonary embolism, deep vein thrombosis, and thrombosis, along with respiratory disorders. Mainly, the number of COVID-19 vaccines administered due to the pandemic resulted in a massive number of AEs following COVID-19 vaccination.")

• **Adverse events following COVID-19 mRNA vaccines: A systematic review of cardiovascular complications, thrombosis, and thrombocytopenia**

<https://onlinelibrary.wiley.com/doi/10.1002/ia2.907>

("Cardiovascular (CV) events such as thrombosis [most common], thrombocytopenia, stroke [most common after Moderna], and myocarditis frequently occur with the mRNA vaccines studied. A significant number of studies included in our review reported BNT162b2 events, which poses the need to conduct more research into the CV implications of mRNA-1273 (Moderna) vaccine." Keep in mind usually <30 deaths with a widely used, novel product prompts a worldwide recall. To have 284 well described deaths in one year as a result of cardiovascular and/or thrombotic complications is a striking finding in the medical literature for products that are still on the market and promoted by public health agencies all over the world. *Explanatory article* *here*.)

• **Thrombosis Development After mRNA COVID-19 Vaccine Administration: A Case Series**

<https://onlinelibrary.wiley.com/doi/10.1002/ia2.907>

("Thrombosis associated with mRNA-derived vaccines is not yet recognized as a separate entity by formal societies. As a result, no clear guidelines or expert opinion exist on the ideal management.")

• **Thrombotic Events after COVID-19 Vaccination: An Italian Retrospective Real-World Safety Study**

<https://www.mdpi.com/2076-393X/11/10/1575>

(Both Pfizer and Moderna cause blood clots at similar rates, although Moderna causes more pulmonary emboli and Pfizer more leg clots. For Pfizer & Moderna, women account for 70% of blood clots. Moderna had 7.1 thrombotic events per 100,000 doses, Pfizer 7.6 per 100,000. [J&J and AstraZeneca were 5-6x that amount.] "We may have underestimated rates of thrombotic adverse events.")

• **Incidence and outcomes of splenic vein thrombosis after diagnosis of COVID-19 or COVID-19 vaccination: a systematic review and meta-analysis**

<https://link.springer.com/article/10.1007/s11228-022-02732-3>

(Because the Spike protein on the surface of SARS-CoV-2 causes blood clotting, most venous thrombotic syndromes are seen in both COVID-19 patients and those who took the vaccines. It is likely that the highest risk patients are those who have cumulatively been exposed to the Spike protein via multiple injections and one or more occurrences of COVID-19 illness. *Explanatory article* *here*.)

• **Factors associated with stroke after COVID-19 vaccination: a statewide analysis**

<https://www.frontiersin.org/journals/neurology/articles/10.3389/fneur.2021.1197451/full>

(A statewide study that followed 5 million people living in Georgia found that those who contracted COVID-19 within 21 days of vaccination were at the highest risk of stroke.)

Cancer

• **SARS-CoV-2 Vaccination and the Multi-Hit Hypothesis of Oncogenesis**

<https://www.frontiersin.org/journals/oncology/articles/10.3389/fonc.2021.758232/full>

(A major journal just published a peer-reviewed paper listing eight different ways the vaccines can cause new cancers or make repressed cancers flare up again. The authors then said that since there was so much evidence the spike protein causes cancer, the drugmakers should be forced to prove the shots don't cause cancer in order to continue. "This comprehensive literature review aims to highlight the potential that COVID-19 genetic vaccines, particularly mRNA vaccines, have to fulfill the multiple hypothesis of oncogenesis as originally proposed by Sutherland and Balcer in 1984, in that they elicit a pro-tumorigenic milieu favorable to cancer progression and/or (metastatic) recurrence." *Explanatory article* *here*.)

• **Transfected SARS-CoV-2 spike DNA for mammalian cell expression inhibits p53 activation of c-Jun/NF- κ B, TRAIL Death Receptor (DR5) and MDM2 protein in cancer cells and increases cancer cell viability after chemotherapy exposure**

<https://www.mdpi.com/1422-0067/23/12/758232>

(According to the study, spike protein may promote cancer survival and growth through blocking the function of a crucial cancer suppressor gene known as p53. The gene—the most commonly affected by cancer—stops cancer cell growth and encourages DNA repair. Researchers also found that cancer cells containing spike protein subunits displayed increased resistance to chemotherapy. "We saw enhanced cancer cell viability in the presence of SARS-CoV-2 spike S2 subunit after treatment with several chemotherapy agents." *Explanatory article* *here*.)

• **Oncogenesis and autoimmunity as a result of mRNA COVID-19 vaccination**

<https://www.authorea.com/users/45597/articles/737938-oncogenesis-and-autoimmunity-as-a-result-of-mrna-covid-19-vaccination>

(Study shows that repeated injections of mRNA COVID-19 vaccines are taking down immune surveillance for nascent malignant cells while at the same time inducing autoimmunity. *Explanatory article* *here*.)

• **Types and Rates of COVID-19 Vaccination in Patients With Newly Diagnosed Microsatellite Stable and Instable Non-Metastatic Colon Cancer**

<https://www.cancers.com/articles/2021/09-types-and-rates-of-covid-19-vaccination-in-patients-with-newly-diagnosed-microsatellite-stable-and-unstable-non-metastatic-colon-cancer>

(Exposure to the Pfizer mRNA COVID-19 vaccine was associated with a > 6-fold increased risk for this form of cancer. "In this case-control study, we revealed that the mRNA-based COVID-19 vaccine is associated with dMMR non-metastatic colon cancer. The BNT162b2 vaccine is associated with the

higher risk of dMMR non-metastatic colon cancer" Explanatory article [here](#).)

- **Review: N1-methylpseudouridine (m1P): Friend or foe of cancer?**
<https://www.sciencedirect.com/science/article/abs/pii/S1473309923002323>
("It has been discovered that the mRNA vaccines inhibit essential immunological pathways, thus impairing early interferon signaling. Within the framework of COVID-19 vaccination, this inhibition causes an appropriate spike protein synthesis and a reduced immune activation. Evidence is provided that adding 100% of N1-methylpseudouridine (m1P) to the mRNA vaccine in a melanoma model stimulated cancer growth and metastasis, while non-modified mRNA vaccines induced opposite results, thus suggesting that COVID-19 mRNA vaccines could aid cancer development." Explanatory article [here](#).)
- **SARS-CoV-2 spike S2 subunit inhibits p53 activation of p21(WAF1), TRAIL, Death Receptor DR5 and MDM2 protein in cancer cells**
[https://www.immunityopen.com/article/10.1016/S2468-1212\(2022\)00162-8](https://www.immunityopen.com/article/10.1016/S2468-1212(2022)00162-8)
("In summary, we identified the SARS-CoV-2 spike S2 subunit as a factor that interrupts p53 binding to MDM2 in cancer cells and demonstrated the suppressive effect of SARS-CoV-2 spike S2 on p53 signaling in cancer cells. As loss of p53 function is a known driver of cancer development and confers chemo-resistance, our study provides insight into cellular mechanisms by which SARS-CoV-2 spike S2 may be involved in reducing barriers to tumorigenesis" Explanatory article [here](#).)
- **The impact of BNT162b2 mRNA vaccine on adaptive and innate immune responses**
<https://www.medrxiv.org/content/10.1101/2021.05.03.21256326v2>
explanatory article: "These COVID-19 mRNA injectable products are causing, yes, causing, immune system dysregulation – and not just in the context of the adaptive system, but in the context of the **innate system**. Not only that, but these findings provide very good reasons as to why we are seeing resurgences of latent viral infections and other adverse events.")
- **S2 subunit of SARS-CoV-2 interacts with tumor suppressor protein p53 and BRCA as an *in-silico* study**
<https://pubmed.ncbi.nlm.nih.gov/32619819/>
(An *in silico* modeling study that concluded the S2 segment of the SARS-CoV-2 spike protein could be anticipated to inhibit the p53 and BRCA/2 tumor surveillance systems. Importantly, the S2 segment has not been found in the body after the infection, however, it is *readily produced in large quantities after mRNA COVID-19 vaccination*. This suggests C19 infection may not promote cancer growth but C19 vaccine injections may. Explanatory article [here](#).)
- **The CD147 Epitope on SARS-CoV-2 and the Spike in Cancer, Autoimmunity and Organ Fibrosis**
<https://www.gpion.com/read/586775>
("TNF α in partnership with glycosylated CD147 compacts to create the fertile soil for *de novo* and recurrent cancer. CD147 is present in the spike protein S (virus or vaccine) despite claims to the contrary." Also, "Booster doses and recurrent infections repeatedly *enke* the production of TNF α , associated with the spike in the aggressive triple negative form of breast cancer")
- **Increased Age-Adjusted Cancer Mortality After the Third mRNA-Lipid Nanoparticle Vaccine Dose During the COVID-19 Pandemic in Japan**
https://aucta.cancers.com/sgpldocs/original_article/pdf/19627520240406-14333-1a3v4.pdf
("Conclusions: Statistically significant increases in age-adjusted mortality rates of all cancer and some specific types of cancer, namely, ovarian cancer, leukemia, prostate, lip/oropharyngeal, pancreatic, and breast cancers, were observed in 2022 after two-thirds of the Japanese population had received the third or later dose of SARS-CoV-2 mRNA-LNP vaccine. These particularly marked increases in mortality rates of these ER α -sensitive cancers may be attributable to several mechanisms of the mRNA-LNP vaccination rather than COVID-19 infection itself or reduced cancer care due to the lockdown.")

Cardiac

- **Determinants of COVID-19 vaccine-induced myocarditis**
<https://journals.sagepub.com/doi/10.1177/208209824128566>
("COVID-19 vaccination is strongly associated with a serious adverse safety signal of myocarditis, particularly in children and young adults resulting in hospitalization and death." Also "Given the close temporal relationship and the content of the reporting it seems clear that the COVID-19 vaccines are determinative for myocarditis.")
- **OpseSAFELY: Effectiveness of COVID-19 vaccination in children and adolescents**
<https://www.medrxiv.org/content/10.1101/2024.05.20.24306036v1>
("A groundbreaking study by researchers from Oxford, Leeds, Harvard, and Bristol has confirmed that myocarditis and pericarditis only appear in children and adolescents following COVID-19 vaccination, not after infection. This extensive research analyzed official government data from over 1 million English children and adolescents. Key findings include (a) all cases of myocarditis and pericarditis during the study period occurred in vaccinated individuals and (b) over 50% of children who had myocarditis following the shot required hospitalization. Explanatory articles [here](#) and [here](#).)
- **Improved diagnosis of COVID-19 vaccine-associated myocarditis with cardiac scoring identified by cardiac magnetic resonance imaging**
<https://www.medrxiv.org/content/10.1101/2024.03.20.24304646v1>
(In this study of patients with COVID-19 vaccine myocarditis, 47% had previously abnormal MRI scans for more than a year after the initial diagnosis of vaccine damage. These patients may have previously sustained burns by COVID-19 vaccination and could have a lifetime of worry about severe outcomes years into the future. Explanatory article [here](#).)
- **Forensic analysis of the 28 subject deaths in the 6-month interim Report of the PfizerBioNTech BNT162b2 mRNA Vaccine Clinical Trial**
<https://cprc.com/index.php/UVTPR/article/view/86>
(An analysis found that many deaths in the Pfizer BioNTech COVID-19 Vaccine Trials program occurred after the data cutoff used to create the briefing booklet reviewed by the FDA Advisory Committee (VBERAC). This effectively concealed mortality data from the approval decision.
"PfizerBioNTech should have voluntarily made known any new information that could contribute to the FDA's decision. It was *factually misleading for them not to do so*." The bottom line is that the cardiovascular disaster that occurred in the vaccinated population that took place once the public program was started could have been anticipated if we had public reporting and analysis of these deaths from the trials. *This is what data fraud looks like*. Explanatory article [here](#).)
- **Cardiac side effects of RNA-based SARS-CoV-2 vaccines: Hidden cardiotoxic effects of mRNA-1273 and BNT162b2 on ventricular myocyte function and structure**
<https://hypotheticevidence.wiley.com/doi/pdf/10.1111/hph.16262>
("Here, we demonstrated for the first time, that in isolated cardiomyocytes, both mRNA-1273 and BNT162b2 induce specific dysfunctions that correlate pathophysiologically to cardiomyopathy. Both RbR2 requirement and sustained PKA activation may significantly *increase the risk of acute cardiac events*." Explanatory articles [here](#) and [here](#).)
- **Duration of SARS-CoV-2 mRNA vaccine persistence and factors associated with cardiac involvement in recently vaccinated patients**
<https://www.nature.com/articles/s41591-023-07010-7>
("These results suggest that SARS-CoV-2 mRNA vaccines routinely persist up to 30 days from vaccination and can be detected in the heart" Also, "Serious adverse complications due to these vaccines may include myofibrillar reactions, myocarditis, pericarditis, myocardial infarction, cerebral sinus thrombosis, stroke, pulmonary embolism, neuropathies, and autoimmune hepatitis.")
- **Assessment of Myocardial I8F-FDG Uptake at PET/CT in Asymptomatic SARS-CoV-2-vaccinated and Nonvaccinated Patients**
<https://pubs.ascp.org/doi/10.1186/s12974-020-01743-5>
(Authors found nearly all patients who got the jab had some cardiac injury. Myocardial metabolism is changed in COVID-19 vaccinated subjects. Heart FDG PET scans are markedly abnormal in this large study of vaccine recipients. Of interest, among those with a sore arm after the shot, there were more striking differences in the heart scan than those without a sore arm. Explanatory article [here](#).)
- **Cardiorespiratory Assessment up to One Year After COVID-19 Vaccine-Associated Myocarditis**
<https://www.ahajournals.org/doi/10.1161/CIRCULATIONAHA.123.064772>
(Study found that of young persons who had heart damage confirmed by MRI and underwent a second scan one year later, 58% had residual abnormalities suggesting a scar could be forming in the heart muscle. Of 40 adolescents evaluated, 73% had no cardiac symptoms—so without an evaluation, the parents would have had no idea their child was suffering heart damage from the COVID-19 vaccine. Also 19% of cases initially had reduced left ventricular ejection fraction indicating risk for the development of heart failure.)
- **Sex-specific differences in myocardial injury incidence after COVID-19 mRNA-1273 booster vaccination**
<https://cardiovascular.wiley.com/doi/10.1002/cd4.2478>
(Researchers studied 777 jobbed healthcare workers, measuring their troponin levels—a marker for cardiac injury—and performed cardiac tests on those whose levels were elevated. They found elevated troponin levels in 40 people and 22 cases of actual myocardial injury. So about 1 case in 35 had vaccine-induced heart damage.)
- **Autopsy Findings in cases of fatal COVID-19 vaccine-induced myocarditis**
<https://cardiovascular.wiley.com/doi/10.1002/cd4.1480>
(Study reviewed 28 fatal cases from 14 papers and concluded in all cases the vaccine was the proximate cause of death. Without vaccination, these patients with an average age of 44 would be alive today. They also conclude using the

Bradford-Hill criteria, that cardiac death after vaccination can be inferred using epidemiological criteria, in other words, unexplained cardiovascular deaths in the vaccinated with no prior antecedent disease are likely caused by vaccination. Explanatory article [here](#).)

- **Cytokineopathy with aberrant cytotoxic lymphocytes and prothrombotic myeloid response in SARS-CoV-2 mRNA vaccine-associated myocarditis**
<https://www.nature.com/articles/s41586-021-03573-5>
(Study of a clinical cohort consisting of 23 patients hospitalized for vaccine-associated myocarditis and/or pericarditis. A full 80% had not recovered by their 6 month follow-up, suggesting vaccine induced myocarditis is not “transient” as the FDA and CDC claim. Explanatory article [here](#).)
- **Observed versus expected rates of myocarditis after SARS-CoV-2 vaccination: a population-based cohort study**
<https://www.emj.ca/content/194/45/1529>
(“premarketing studies have suggested an association between mRNA SARS-CoV-2 vaccines and myocarditis, among other adverse events after immunization, which has raised concern regarding the safety of mRNA vaccines, specifically among younger populations.” Study concludes that boys are at a higher risk of myocarditis with the 3rd Pfizer booster.)
- **Excess risk for acute myocardial infarction mortality during the COVID-19 pandemic**
<https://academic.oup.com/eurheartj/advance-article/doi/10.1093/eurheartj/ehab217/6581171>
(A study from scientists at Cedars-Sinai Medical Center showed an alarming rise in deadly heart attacks in the second year of the pandemic – which correlates to the vaccine rollout. Explanatory article [here](#).)
- **Catecholamines Are the Key Trigger of COVID-19 mRNA Vaccine-Induced Myocarditis: A Compelling Hypothesis Supported by Epidemiological, Anatomopathological, Molecular, and Physiological Findings**
<https://www.frontiersin.org/articles/10.3389/fcvm.2021.688888/full>
(This study suggests adrenaline might be a trigger for sudden cardiac arrest in young people who have been given the C19 “vaccines.”)
- **Clinical outcomes of myocarditis after SARS-CoV-2 mRNA vaccination in four Nordic countries: population based cohort study**
<https://bmjopen.bmj.com/content/21/04/e003073>
(The authors worked for health departments of the four Nordic countries. They were tasked with looking at their entire population, seeking out instances of myocarditis and reviewing vaccination records. In their countries, 139 people had myocarditis from the vaccine, 109 had myocarditis from Covid-19. As far as deaths: 27 persons died from vaccine myocarditis, 18 died from Covid-related myocarditis. Explanatory article [here](#).)
- **Clinical cardiovascular emergencies and the cellular basis of COVID-19 vaccination: from dream to reality?**
[https://www.jpainline.com/article/S1201-9712\(22\)00098-2/fulltext](https://www.jpainline.com/article/S1201-9712(22)00098-2/fulltext)
(The cellular basis for the wide range of mechanisms linking out cardiac arrest in a COVID-19 vaccinated person are described. Explanatory article [here](#).)
- **SARS-CoV-2 vaccine and increased myocarditis mortality risk: A population based comparative study in Japan**
<https://www.medrxiv.org/content/10.1101/2022.10.13.2228106v2>
(The study concludes that the SARS-CoV-2 vaccine is associated with a higher risk of myocarditis death in all age groups, including the elderly.)
- **Myocarditis Cases Reported After mRNA-Based COVID-19 Vaccination in the US From December 2020 to August 2021**
<https://jamanetwork.com/journals/jama/fullarticle/2788346>
(In this descriptive study of FDA cases of myocarditis in a national passive reporting system, the crude reporting rates within 7 days after vaccination exceeded the expected rates across multiple age and sex strata. The rates of myocarditis cases were highest after the second vaccination dose in adolescent males aged 12-16.)
- **Changes of ECG (JECG) parameters after BNT162b2 vaccine in the senior high school students**
<https://link.springer.com/article/10.1007/s00431-022-04786-0>
(A report where both cardiac symptoms and ECG changes were recorded after the first and second injections. The results are alarming. After the second injection of mRNA 17.1% of students reported cardiovascular symptoms.)
- **Myopericarditis After COVID-19 mRNA Vaccination Among Adolescents and Young Adults**
<https://jamanetwork.com/journals/jamapediatrics/fullarticle/2789866>
(Nationwide Children’s Hospital in Columbus, Ohio, reports heavy casualties with 854 adolescents in published studies suffering from myocarditis. The mean age was 16 years and 90% were boys and 70% of the time it occurred after the second dose. Hospitalization, always considered a serious adverse event, occurred in 93% and 87% had late gadolinium enhancement (LGE) on cardiac MRI indicating inflammation and scar formation. Sixteen percent had left ventricular dysfunction (LVD) which is a precursor to heart failure. Both LVD and LGE are predictors of sudden cardiac death. While the studies in this analysis did not follow children over years, it can be inferred that some of those children will go on and suffer cardiac arrest and sudden death.)
- **Circulating Spike Protein Detected in Post-COVID-19 mRNA Vaccine Myocarditis**
<https://www.aljazeera.com/news/2021/10/14/circulating-spike-protein-in-myo-carditis>
(Harvard School of Medicine, had 13 young boys and 1 girl hospitalized with myocarditis and available for study. All the subjects had large quantities of free circulating Spike protein generated from the vaccine while control subjects without myocarditis did not. The Spike protein they had, evaded the apparently sufficient library of antibodies that were supposed to neutralize it. Thus, it is possible that some persons do not make specific neutralizing antibodies after injection, and thus, the Spike protein is able to circulate and damage the body, specifically the heart muscle.)
- **Autopsy-based histopathological characterization of myocarditis after anti-SARS-CoV-2 vaccination**
<https://link.springer.com/article/10.1007/s00431-022-02129-5>
(Study found 28% of all “sudden deaths” happening shortly after COVID vaccination were caused by myocarditis. The study was done on an older population, meaning that that figure would likely be higher for a younger cohort. Study authors state: “During the last 20 years of autopsy service at Heidelberg University Hospital we did not observe comparable myocardial inflammatory infiltration.” Explanatory article [here](#).)
- **Risks of myocarditis, pericarditis, and cardiac arrhythmia associated with COVID-19 vaccination or SARS-CoV-2 infection**
<https://www.nature.com/articles/s41586-021-03573-5>
(“First, there was an increase in the risk of myocarditis within a week of receiving the first dose of both adenovirus and mRNA vaccines, and a higher increased risk after the second dose of both mRNA vaccines.” Also “Myocarditis is underdiagnosed in practice. Thus, our use of diagnostic codes for myocarditis from routine data suggest that the ascertainment of cardiac inflammation after COVID-19 vaccination is likely to be under-represented” and “vaccine mediated expression of SARS-CoV-2 surface spike protein on the surface of cardiomyocytes could potentially trigger an immunologic response resulting in organ-specific cell death”)
- **BNT162b2 Vaccine-Associated Myopericarditis in Adolescents: A Stratified Risk-Benefit Analysis**
<https://academic.oup.com/eurheartj/advance-article/doi/10.1111/eurh.13759>
(A study out of Switzerland shows that vaccinated people have uniformly higher troponin levels than their unvaccinated peers. Explanatory video [here](#).)
- **Outcomes at least 90 days since onset of myocarditis after mRNA COVID-19 vaccination in adolescents and young adults in the USA: a follow-up surveillance study**
[https://www.thelancet.com/journal/series/article/S0140-6736\(22\)00244-9/fulltext](https://www.thelancet.com/journal/series/article/S0140-6736(22)00244-9/fulltext)
(Vaccine induced myocarditis is not transient, creates ongoing problems in 31%)
- **Increased emergency cardiovascular events among under-40 population in Israel during vaccine rollout and third COVID-19 wave**
<https://www.nature.com/articles/s41586-022-19028-z>
(Study shows a troubling correlation between vaccine doses and increased cardiac events from January–May 2021. The weekly emergency call counts were significantly associated with the rates of 1st and 2nd vaccine doses administered to this age group but were not with COVID-19 infection rates. When they tried to get data after May 2021, they were refused access. Explanatory article [here](#).)
- **Cardiovascular Manifestation of the BNT162b2 mRNA COVID-19 Vaccine in Adolescents**
<https://www.medicinesciences.org/article/10.1016/j.msc.2021.10.001>
(“In this observational [Thailand] study, clinically suspected myopericarditis was temporally associated with the BNT162b2 mRNA COVID-19 vaccine in a small proportion of adolescent patients. The risk for these symptoms was found to be higher than reported elsewhere. Cardiovascular effects were found in 29.24% of patients, ranging from tachycardia, palpitation, and myopericarditis.” It also found an astonishing 3.3% rate of myopericarditis, including subclinical, among males.)
- **Age and sex-specific risks of myocarditis and pericarditis following Covid-19 messenger RNA vaccines**
<https://www.nature.com/articles/s41467-022-31401-5>
(Study found increased risks of myocarditis and pericarditis during the first week following vaccination, and particularly after the second dose that can be up to 140 times normal.)

- Risk of Myopericarditis following COVID-19 mRNA vaccination in a Large Integrated Health System: A Comparison of Completeness and Timeliness of Two Methods**
<https://onlinelibrary.wiley.com/doi/10.1002/pds.5439>
 (Study found a 1 in 1,862 rate of myocarditis after the second dose in young men ages 18 to 24. Explanatory article: "The true incidence of myopericarditis is markedly higher than the incidence reported to US advisory committees. The VSD should validate its search algorithm to improve its sensitivity for myopericarditis.")
- Risk of Myocarditis After Sequential Doses of COVID-19 Vaccine and SARS-CoV-2 Infection by Age and Sex**
<https://pubmed.ncbi.nlm.nih.gov/39919236/>
 (Study concludes that, for males under 40 years old, the risk of myocarditis from the injections is HIGHER than the risk of myocarditis from Covid infection.)
- SARS-CoV-2 mRNA Vaccination-Associated Myocarditis in Children Ages 12-17: A Stratified National Database Analysis**
<https://www.medrxiv.org/content/10.1101/2021.08.30.21262866v1>
 (Study showing that healthy boys have considerably higher chances of hospitalization with myocarditis than with COVID-19 respiratory illness even at peak prevalence. "Post-vaccination CAE rate [cardiac adverse events] was highest in young boys aged 12-15 following dose two.")
- Epidemiology of Acute Myocarditis/Pericarditis in Hong Kong Adolescents Following Contrary Vaccination**
<https://medrxiv.org/content/10.1101/2021.08.17.21262866v1>
 (A study from Hong Kong found that for 1 out of 2,300 12-17 year-old boys who received both Pfizer doses suffered acute myocarditis or pericarditis.)
- SARS-CoV-2 Vaccination and Myocarditis in a Nordic Cohort Study of 23 Million Residents**
<https://jamanetwork.com/journals/jamacardiology/fullarticle/2791253>
 ("A team of researchers from health agencies in Finland, Denmark, Sweden, and Norway found that rates of myocarditis and pericarditis, two forms of potentially life-threatening heart inflammation, were higher in those who had received one or two doses of either mRNA-based vaccine – Pfizer's or Moderna's.")
- Myocarditis Following COVID-19 BNT162b2 Vaccination Among Adolescents in Hong Kong**
<https://jamanetwork.com/journals/jamacardiology/fullarticle/2789184>
 ("For the second dose, one out of every 4515 children developed myocarditis-related hospitalization." In weighing the risk of myocarditis against the benefit of preventing severe COVID-19, Norway, the UK, Taiwan, and Hong Kong have suspended the second dose of mRNA vaccine for adolescents.)
- Myocarditis and Pericarditis After Vaccination for COVID-19**
<https://jamanetwork.com/journals/jama/fullarticle/2792900>
 (Myocarditis developed equally in younger patients, mostly after the second vaccination. Pericarditis affected older patients later, after either the first or second dose.")
- Abstract 10712: Observational Findings of PULS Cardiac Test Findings for Inflammatory Markers in Patients Receiving mRNA Vaccines**
<https://www.abstractsonline.com/hcp/10/1161/10712>
 (Explanatory article: "Patients had a 1 in 4 risk for severe problems after the vaccines, compared to 1 in 9 before.")
- The Incidence of Myocarditis and Pericarditis in Post COVID-19 Vaccinated Patients: A Large Population-Based Study**
<https://pubmed.ncbi.nlm.nih.gov/35456309/>
 (This study demonstrated that myocarditis in 2020 was not any more common than the low levels of baseline myocarditis from previous, giant cell, and other conditions. It therefore rules out COVID-19 illness as a cause of fatal myocarditis, and is evidence that injection [of the "vaccine"] is more dangerous than natural infection of C19. Explanatory article [here](#).)
- COVID-19-Associated cardiac pathology at the postmortem evaluation: a collaborative systematic review**
<https://pubmed.ncbi.nlm.nih.gov/35339672/>
 (A systematic review of 50 autopsy studies and 588 hearts of patients who died of or with COVID-19. None of the hearts had extensive myocarditis as the cause of death, thus ruling out COVID-19 illness as a cause of fatal myocarditis. It's evidence that injection [of the "vaccine"] is more dangerous than natural infection of C19. Explanatory article [here](#).)
- Adjuvants in COVID-19 vaccines: innocent bystanders or culpable abettors for stirring up COVID-heart syndrome**
<https://journals.sagepub.com/doi/10.1177/15333175211028439>
 ("The adjuvants used in COVID-19 vaccines can be categorized into five classes namely Aluminum salt-based, Emulsion-based, TLR agonists, Metalloids, Cell death, and Epigenetic. 15,22 Each of these adjuvants instigate different mechanisms that are ultimately responsible for onset of spectrum of cardiovascular diseases seen in COVID-19 patients and those receiving vaccination." Explanatory article [here](#).)
- Arrhythmias after COVID-19 Vaccination: Have We Left All Stones Turned?**
<https://www.mdpi.com/1422-0067/24/12/10405>
 ("We report a case series of patients affected by cardiac arrhythmias post-mRNA vaccine from our clinical practice and the literature. Reviewing the official vigilance database, we found that heart rhythm disorders after COVID vaccination are not uncommon and deserve more clinical and scientific attention.")
- Risks of Cardiac Arrhythmia Associated with COVID-19 Vaccination: A Systematic Review and Meta-Analysis**
<https://www.mdpi.com/2078-243X/13/1/112>
 ("cardiac arrhythmia post-COVID-19 vaccination is rare and ranges between 1 and 76 per 10,000." However, for the record, 76 in 100,000 is not all that rare.)

Dermatological

- New Onset and Exacerbations of Psoriasis Following COVID-19 Vaccines: A Systematic Review**
<https://link.springer.com/article/10.1007/s00127-022-00772-z>
 (A systematic literature search of 43 studies showed mRNA vaccines, produced by Moderna and BioNTech/Pfizer, were frequently associated with psoriasis episodes. First, second, and third vaccine doses were associated with psoriasis incidents, with the second dose most frequently associated with psoriasis flares.)
- Management of oral lesions following COVID-19 vaccination**
<https://onlinelibrary.wiley.com/doi/10.1111/odi.14342>
 ("Most common oral lesions reported in the literature following COVID-19 vaccination include mucositis, perleche, desquamation, ulcers, erythema multiforme-like lesions, erosions, and ulcers on the hard palate, and floor, lips, tongue, and gingiva." Explanatory article [here](#).)
- Occurrence of erythema multiforme following COVID-19 vaccination: a review**
<https://onlinelibrary.wiley.com/doi/10.1111/odi.14342>
 (EM is an acute self-limiting reaction caused by exaggerated immune response, which is characterized by targeted skin lesions that may be associated with mucosal involvement as well. Review of patients with EM as a side effect of COVID-19 vaccination across several studies. "EM is among the oral mucocutaneous side effects of COVID-19 vaccines." Explanatory article [here](#).)
- Incidence of Chronic Spontaneous Urticaria Following Receipt of the COVID-19 Vaccine Booster in Switzerland**
<https://jamanetwork.com/journals/jamadermatology/fullarticle/2800073>
 (Swiss doctors report a strong link between the Moderna booster and chronic hives. Adults who got Moderna developed hives 15 times as often as those who got Pfizer.)
- A systematic review on mucocutaneous presentations after COVID-19 vaccination and expert recommendations about vaccination of important immune-mediated dermatologic disorders**
<https://onlinelibrary.wiley.com/doi/10.1111/odi.14342>
 (Paper summarizes a meeting 189 papers reports from the first seven months of the vaccination campaign alone, describing in tabular form the wide range of skin rashes and disorders of the mucosal surfaces (mouth/nose/throat) where the Spike protein from the vaccine and/or inflammatory mediators cause dermatological manifestations. There has never been a vaccine that has this degree of well-documented, serious dermatological toxicity. Explanatory article [here](#).)
- Cutaneous vasculitis: Lessons from COVID-19 and COVID-19 vaccination**
<https://www.frontiersin.org/journals/immunology/articles/10.3389/fimm.2022.1013646/full>
 (A mini-review stated that cases of vasculitis of the skin "have been more frequently reported" after COVID-19 vaccinations than after infection.)

Diabetes

- Metformin mitigates insulin signalling variations induced by COVID-19 vaccine boosters in type 2 diabetes**
<https://www.medrxiv.org/content/10.1101/2023.12.27.23290586v1>
 (Authors report that "61.1% of patients with type 2 diabetes, but not healthy controls, exhibited aggravated insulin resistance towards the booster dose of the COVID-19 vaccine." Also, about 66.7% of diabetic subjects had increased risks of cardiovascular complications. The authors, after conducting a very deep investigation, proved that Covid vaccines impair glucose tolerance in diabetics via spike protein that they encode. Explanatory article [here](#).)
- Hyperglycemic Emergencies Associated With COVID-19 Vaccination: A Case Series and Discussion**

<https://academic.oup.com/cj/article/5/11/11/64141/6375389>
(Explanatory article: Reports on three cases of people who developed severe dysregulation of their blood sugar just days after mRNA vaccinations. “The temporal onset of symptoms... and the brisk clinical course strongly suggests that the hyperglycemic emergencies were triggered by the COVID-19 vaccination.” (the authors write.)

Eye Disorders

- Characteristics and Clinical Ocular Manifestations in Patients with Acute Corneal Graft Rejection after Receiving the COVID-19 Vaccine: A Systematic Review

<https://www.mdpi.com/2077-0383/11/15/4000>

(Cornea grafts are considered a much lower-risk transplant procedure than solid organ transplants with a much lower rejection rate. Thus, researchers were surprised to find a total of 23 eyes from 21 patients who had undergone corneal graft procedures who experienced rejection anywhere from one day to six weeks following COVID vaccination. In some cases, the rejection occurred suddenly after being stable despite the cornea graft having held steady for many years. Explanatory article [here](#).)

- Risk assessment of retinal vascular occlusion after COVID-19 vaccination

<https://www.nature.com/articles/d41541-023-00861-7>

(Following vaccination, there is a prolonged increased risk of retinal vascular occlusion in all ages. Over two years, the risk of RVO is doubled. Explanatory articles [here](#) and [here](#).)

- COVID-19 Vaccine-Associated Optic Neuropathy: A Systematic Review of 45 Patients

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7609672/pdf/vaccine-19-01758.pdf>

(Description of an injury pattern in which lipid nanoparticles settle along the artery or into the central nerve taking visual signals to the brain, then inflammation-fighting the foreign Spike protein that starts a process of tissue damage leading to loss of vision.)

- The Eye of the Storm: COVID-19 Vaccination and the Eye

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3675229/>

(A literature review consisting mainly of case reports and case series, representing possible ocular side effects associated with COVID-19 vaccines.)

- Ocular Complications Following Vaccination for COVID-19: A One-Year Retrospective

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3873181/>

(“After the introduction of COVID-19 vaccinations, numerous reports have commented on adverse ocular events following vaccination. In this review, we sought to present these in a systematic fashion and offer insights into the mechanisms and clinical considerations surrounding these phenomena.”)

- EVENTS AFTER THE BNT162b2 mRNA VACCINATION AGAINST SARS-CoV-2 INFECTION: A Possible Association

<https://pubmed.ncbi.nlm.nih.gov/34369440/>

(Uveitis may develop after the administration of the BNT162b2 mRNA vaccine. The most common complication was mild to moderate anterior uveitis.)

- Retinal Toxicity of Polyethylene Glycol (PEG)-400

<https://www.arvojournals.org/article.aspx?articleid=2359008>

(Study concludes that the intravitreal injection of polyethylene glycol-400 is toxic to vitreus and it should not be used as a vehicle in the eye.)

Increased Susceptibility to C19 Infection

- Risk of SARS-CoV-2 Infection and Hospitalization in Individuals with Natural, Vaccine-Induced and Hybrid Immunity: a retrospective population-based cohort study from Estonia

<https://www.nature.com/articles/d41598-023-07043-6>

(“Individuals with vaccine-induced immunity were at higher risk than those with natural immunity for infection and hospitalization. Vaccination made risks worse particular during the Delta wave.” Explanatory article [here](#).)

- IgG4 Antibodies Induced by Repeated Vaccination May Generate Immune Tolerance to the SARS-CoV-2 Spike Protein

<https://www.mdpi.com/2076-343X/11/5/993>

(“... emerging evidence suggests that the reported increase in IgG4 levels detected after repeated vaccination with the mRNA vaccines may not be a protective mechanism, rather, it constitutes an immune tolerance mechanism to the spike protein that could promote unopposed SARS-CoV2 infection and replication by suppressing natural antiviral responses... repeated mRNA vaccination may also cause autoimmune diseases, and promote cancer growth and autoimmune myocarditis in susceptible individuals.” Explanatory article [here](#).)

- Forgotten “Primum Non Nocere” and Increased Mortality after COVID-19 Vaccination

<https://www.primescholar.com/articles/forgotten-primum-non-nocere-and-increased-mortality-after-covid-19-vaccination.pdf>

(“Calculations confirm that the mortality of the vaccinated coronavirus infected groups was 14.5% higher on average than the mortality of non-vaccinated coronavirus infected groups. Conclusion: Vaccinated infected groups appear to have higher average mortality than their non-vaccinated infected counterparts.”)

- Effectiveness of the Coronavirus Disease 2019 Breakout Vaccine

<https://academic.oup.com/cid/article/75/10/e2423/711292?login=false>

(Known as the Cleveland Clinic study, it shows that the chances of contracting COVID-19 increase with each additional dose of COVID-19 vaccine. See [figure 2](#) of the study. Basically, the more jabs, the more and faster the viral infections. Over a 90 day period participants with 3 or more doses faced a risk of catching COVID up to 6x than the baseline. Every dose proportionately increased the risk of infection, strongly suggesting correlation.)

- Antimicrosomal Antibodies After SARS-CoV-2 Infection in the Blinded Phase of the Reinforced Placebo-Controlled mRNA-1273 COVID-19 Vaccine Efficacy Clinical Trial

<https://www.aapublics.org/doi/10.7326/M22-2100>

(This paper points out that the more times people are vaccinated, the less likely they are to develop blood-based immunity when they get the actual virus. What this means is the more vaccines you get, the less likely you are to develop full immunity from the virus.)

- Effectiveness of mRNA-1273 vaccination against SARS-CoV-2 omicron subvariants B.1.1.529, B.1.1.523, B.1.1.521, B.1.1.520, and B.1.1.525

<https://www.nature.com/articles/d41467-023-35815-7>

(A Kaiser Permanente study that shows negative efficacy of the shots against all variants within 150 days. And this study shows the more you inject, the more you infect, specifically, over time, those with three doses fare worse than those with two.)

- Class switch toward noninflammatory, spike-specific IgG4 antibodies after repeated SARS-CoV-2 mRNA vaccination

<https://www.sciencedirect.com/science/article/pii/S2468266723000796>

(Study suggests that vaccinated people may be developing a systemic tolerance for toxic spike protein. To put it simply, this antibody class shift is bizarre, unprecedented, and a very troubling sign that vaccinated people—especially repeatedly shot people—are somehow losing their IgG1 and especially IgG3 response in favor of IgG4. Meaning it’s a reduction of the two effective neutralizing antibody types, and increase in the least effective type IgG4, which is actually for allergies and doesn’t remove the foreign proteins as much as track the body to “take care” or “ignore” them. Specifically, whereas IgG1 and IgG3 types are “pro-inflammatory,” which means they trigger the body’s immune-system high alert system, the IgG4 type is “anti-inflammatory,” which means it tells the immune system to stand down. Which is the opposite of what you really want, when you’re fighting an infection.)

- Conserved longitudinal alterations of anti-S-protein IgG2 subclasses in disease progression in initial ancestral Wuhan and vaccine breakthrough Delta infections

<https://www.frontiersin.org/journal/article/doi/10.3389/fimm.2022.944304/full>

(Just like the above study, researchers found higher ratios of IgG4 were associated with more severe disease, and people who had high levels of IgG4 antibodies relative to IgG3 had worse clinical outcomes, meaning they got sicker.)

- Duration of Shedding of Culturable Virus in SARS-CoV-2 Omicron (B.1.1.529) Infection

<https://www.aapublics.org/doi/10.7326/M22-202092>

(Study shows that boosted subjects cleared the virus more slowly than unvaccinated people, and that the share of boosted subjects who were still contagious (37%) at day ten was over five times more than the share of still-contagious unvaccinated subject (6%).)

- Immune boosting by B.1.1.529 (Omicron) depends on previous SARS-CoV-2 exposure

<https://www.sciencedirect.com/science/article/pii/S2468266723000796>

(“This “hybrid immune damping” indicates substantial subversion of immune recognition and differential modulation through immune imprinting and may be the reason why the B.1.1.529 (Omicron) was less been characterized by breakthrough infection and frequent reinfection with relatively preserved protection against severe disease in triple-vaccinated individuals.”)

- Increases in COVID-19 are unrelated to levels of vaccination across 48 countries and 2947 counties in the United States

<https://link.springer.com/article/10.1007/s00434-022-00808-7>

(In fact, the trend line suggests a marginally positive association such that countries with higher percentage of population fully vaccinated have higher COVID-19 cases per 1 million people.)

- Inferred consent disallows to vaccine trial subjects of risk of COVID-19 vaccines worsening clinical disease

Mohack

- <https://onlinelibrary.wiley.com/doi/10.1111/jipg.13795>
(Vaccines designed empirically using the traditional approach, be they composed of protein, viral vector, DNA or RNA and irrespective of delivery method, may worsen COVID-19 disease via antibody-dependent enhancement (ADE). This risk is sufficiently obscured in clinical trial protocols and consent forms for ongoing COVID-19 vaccine trials that adequate patient comprehension of this risk is unlikely to occur, obscuring truly informed consent by subjects in these trials.)
- Effects of Vaccination and Previous Infection on Omicron Infection in Children**
<https://www.ascp.org/doi/full/10.1056/NEJMc2209071>
 (Study shows that children who had Covid and were subsequently vaccinated, were much more likely to get reinfectd than their peers who also had Covid, and were NOT vaccinated. In other words, for kids who had Covid, getting them vaccinated made them much more susceptible to reinfections. Explanatory article [here](#))
 - (SARS-CoV-2) Naturally Acquired Immunity versus Vaccine-induced Immunity, Reinfections versus Breakthrough Infections: A Retrospective Cohort Study**
<https://www.medrxiv.org/content/10.1101/2022.05.15.22262806v1>
 (As demonstrated in this paper, people whose immune response was induced by Pfizer's mRNA product—versus natural immunity—were at 13-times greater risk of being infected with SARS-CoV-2. Explanatory article [here](#).)
 - Severity of SARS-CoV-2 Reinfections as Compared with Primary Infections**
<https://www.ascp.org/doi/full/10.1056/NEJMc22108120>
 explanatory article: "These data show that the vaccinated are 10-29 more likely to suffer from severe or critical COVID-19 or death upon reinfection than those with natural immunity."
 - Elevated risk of infection with SARS-CoV-2 Beta, Gamma, and Delta variant compared to Alpha variant in vaccinated individuals**
<https://pubmed.ncbi.nlm.nih.gov/35825286/>
 (Study shows increased risk of infection in the vaccinated. Explanatory article)

Inflammation

- Correlation between COVID-19 vaccination and inflammatory musculoskeletal disorders**
<https://www.medrxiv.org/content/10.1101/2022.11.14.22290544v1.full-text>
 (The researchers searched the medical records of 2.2 million patients looking for correlations between jobs and inflammatory diseases of the muscles or distal system "Individuals who received any COVID-19 vaccine were more likely to be diagnosed with inflammatory musculoskeletal disorders than those who did not. All COVID-19 vaccines were identified as significant risk factors for each inflammatory musculoskeletal disorder.")
- New-Onset Rheumatic Immune-Mediated Inflammatory Diseases Following SARS-CoV-2 Vaccinations until May 2023: A Systematic Review**
<https://www.mdpi.com/2076-393X/11/10/1571>
 (Review suggests that COVID vaccines "may trigger" rheumatic immune-mediated inflammatory diseases, including arthritis, vasculitis, lupus, and adult-onset Still's disease. "This SR highlights that SARS-CoV-2 vaccines may trigger R-IMD." Also, "The short time span between COVID-19 vaccine administration and the onset of R-IMDs suggests the potential possibility of a cause-and-effect relationship." Explanatory article [here](#).)
- Abstract 18712: Observational Findings of FULS Cardiac Test Findings for Inflammatory Markers in Patients Receiving mRNA Vaccines**
https://www.abqjournal.org/shows/10.1161/ahj.144.suppl_1.18712
 (Pfizer surgeon Dr. Steven Grady performed a test that utilizes inflammatory markers to predict the risk of an acute coronary syndrome (e.g., a heart attack) in the next five years on 566 patients and found that before vaccination their risk averaged 11%, while afterward, it averaged 29%.)
- Reported cases of multi-system inflammatory syndrome in children aged 12-20 years in the USA who received a COVID-19 vaccine, December, 2020, through August, 2021: a surveillance investigation**
[https://www.thelancet.com/journal/this/article/PIIS2352-4642\(22\)00026-1/fulltext](https://www.thelancet.com/journal/this/article/PIIS2352-4642(22)00026-1/fulltext)
 (The authors concluded that, "Continued surveillance for MIS-C illness after covid-19 vaccination is warranted" and encouraged doctors to "report potential MIS-C cases after covid-19 vaccination to VAERS." Explanatory article [here](#).)
- SARS-CoV-2 vaccination can elicit a CD8 T cell dominant hepatitis**
<https://www.sciencedirect.com/science/article/pii/S0168722622002041>
 ("COVID19 vaccination can elicit a distinct T cell-dominant immune-mediated hepatitis with a unique pathomechanism associated with vaccination induced antigen-specific tissue-resident immunity requiring systemic immunosuppression.")
- Cutaneous vasculitic: Lessons from COVID-19 and COVID-19 vaccination**
<https://www.frontiersin.org/journal/medicine/articles/10.3389/fmed.2022.1013846/full>
 (A mini-review stated that cases of vasculitis of the skin "have been more frequently reported" after COVID-19 vaccinations than after infection.)
- Cutaneous reactions reported after Moderna and Pfizer COVID-19 vaccination: A registry-based study of 414 cases**
[https://www.jaad.org/article/S0190-9622\(21\)00038-7/fulltext](https://www.jaad.org/article/S0190-9622(21)00038-7/fulltext)
 (A large study identified several common adverse reactions: rashes, itchy, red skin, and hives.)

Kidney / Renal issues

- Renal Complications Following COVID-19 Vaccination: A Narrative Literature Review**
https://journals.lww.com/jcam/fulltext/2023/48020/renal_complications_following_covid_19.3.aspx
 (This review describes 28 published mechanisms of kidney injury and renal damage from COVID-19 vaccination. Most of the pathways involve inflammation from either direct cytokine damage or auto-immunity. Explanatory article [here](#).)
- Daily Chart Report 62: Acute Kidney Injury and Acute Renal Failure Following Pfizer mRNA COVID Vaccination.**
<https://dailychart.io/report-62/acute-kidney-injury-and-acute-renal-failure-following-pfizer-mrna-covid-vaccination-33-of-patients-died-pfizer-concludes-no-new-safety-data/>
 (Pfizer Documents Analysis Project Post-Marketing Group produced an alarming review of the Renal (Kidney) System Organ Class adverse events found in Pfizer Documents: 49 patients, including one infant, suffered acute kidney injury or acute renal failure. Half of the severe renal adverse events were reported within four days of vaccination. Pfizer's renal adverse event reports occur only for the most severe damage but miss important, less severe kidney damage. Thus, Pfizer's post-marketing kidney adverse events are likely significantly underreported.)
- Case Report: Anti-neutrophil Cytoplasmic Antibody-Associated Vasculitis With Acute Renal Failure and Pulmonary Hemorrhage May Occur After COVID-19 Vaccination**
<https://www.frontiersin.org/journal/medicine/articles/10.3389/fmed.2021.765447/full>
 (Explanatory article [here](#).)
- Successful treatment of new-onset diabetes mellitus and IgA nephropathy after COVID-19 vaccination: a case report**
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10701642/>
 ("COVID-19 vaccination-related glomerular (kidney) diseases have become a new concern. Both the mRNA vaccine and the inactivated vaccine can cause new-onset and relapsing glomerular (kidney) disease. These diseases typically occur after the first or second dose of vaccination.")
- Minimal Change Disease After First Dose of Pfizer-BioNTech COVID-19 Vaccine: A Case Report and Review of Minimal Change Disease Related to COVID-19 Vaccine**
<https://journals.sagepub.com/doi/full/10.1177/20943581211059271>
 ("...there has been a steady increase in the number of patients presenting with nephrotic syndrome and acute kidney injury after the administration of COVID-19 vaccine. Physicians should be made aware of minimal change disease as a potential complication associated with COVID-19 vaccine.")

Long COVID versus Long Vax

- Long COVID: Sufferers can take heart**
<https://www.11ange.org.au/ange/2024/april/long-covid-sufferers-can-take-heart>
 ("There is concern that COVID-19 vaccination per se might contribute to long COVID, giving rise to the colloquial term 'Long Vax'. The spike protein of SARS-CoV-2 exhibits pathogenic characteristics and is a possible cause of post-acute sequelae after SARS-CoV-2 infection or COVID-19 vaccination." Explanatory video [here](#).)
- Persistence of S1 Spike Protein in CD16+ Monocytes up to 245 Days in SARS-CoV-2 Negative Post COVID-19 Vaccination Individuals with Post-Acute Sequelae of COVID-19 (PASC)-Like Symptoms**
<https://www.medrxiv.org/content/10.1101/2024.03.24.24104261v1>
 (They extracted immune cells from 14 post-vaccine patients, finding that 13 of them had spike protein in their immune cells up to 245 days after their last injection. Nonetheless, the people's own immune cells got transfected—something that was never supposed to happen. The findings indicate that the persistence of spike protein was likely the driver for symptoms of long COVID and post-vaccine syndrome. Explanatory article [here](#).)
- Promotes of viral spike protein and vaccinal spike protein in the blood serum of patients with long COVID syndrome**
<https://www.europepmc.org/article/34885>
 (The study suggested spike protein is harmful—not harmless—migrates away from the injection site into the rest of the body, and persists longer than a few

days, all of which the official agencies including the CDC and FDA continue to insist do not happen. As the study authors noted, there was not the first study to find (vaccine spike in the bloodstream where it should never ever be found.)

- **Characteristics and predictors of Long COVID among diagnosed cases of COVID-19**
<https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0278022>
(An analysis showing that prior vaccination was independently associated with the occurrence of long-COVID. Vaccination backfires and contributes to post-acute sequelae. Explanatory article [here](#).)
- **The prevalence of post-COVID-19 vaccination syndrome and quality of life among COVID-19 vaccinated individuals**
<https://www.sciencedirect.com/science/article/abs/pii/S1570980723000961>
(A study of data collected from September 2021 - May 2023, in a descriptive, follow-up cohort study of participants 18 years of age or older who had completed the primary immunization series. The authors found more than half of subjects at 12 months were reporting symptoms of PCVS. Explanatory article [here](#).)
- **Post-Vaccination Syndrome: A Descriptive Analysis of Reported Symptoms and Patient Experiences After Covid-19 Immunization**
<https://www.medrxiv.org/content/10.1101/2023.11.09.232802661v1.full-text>
(The study involved 247 patients with post-vaccination syndrome over a one-year period, median time to symptom onset after vaccination was 3 days. "the temporal relationship with clustering of symptoms onset within the first 1-18 days from the index vaccine suggests a potential relationship." The researchers excluded anybody diagnosed with "long covid" or with any other pre-vaccine diagnosis that could produce similar symptoms. "A severe, debilitating, chronic post-vaccination syndrome (PVS) after covid-19 vaccination has been reported but has yet to be well characterized." Also, "Conclusions: In this study, individuals who reported PVS after covid-19 vaccination had low health status, high symptom burden, and high psychosocial stress despite trying many treatments. There is a need for continued investigation to understand and treat this condition.")
- **Association between virus variants, vaccination, previous infections, and post-COVID-19 ["Long Covid"] risk**
<https://www.gatech.edu/news/2023/01/23/23010702-a-bulletin>
(These data imply the vaccine are making post-COVID syndrome ["Long Covid"] worse in most analyses. The lowest risk group for Long Covid Syndrome was the unvaccinated who had their first infection with Omicron. In general, vaccinated fared worse than the unvaccinated. Explanatory article [here](#).)
- **Persistent Circulating Severe Acute Respiratory Syndrome Coronavirus 2 Spike Is Associated With Post-acute Coronavirus Disease 2019 Sequelae**
<https://academic.oup.com/cid/article/76/3/e47/6466151>
(Study found circulating Spike protein and/or nucleocapsid in the blood of 45% of patients with long-COVID symptoms, some of whom were unfortunately vaccinated even after being sick. These data imply the symptoms are driven by persistent fragments of the SARS-CoV-2 virus and Spike protein from repeated injections. Explanatory article [here](#).)
- **Strategies for the Management of Spike Protein-Related Pathology**
<https://www.mdpi.com/2076-2607/11/5/1308>
(One coauthor of the study states: "The research shows that there is clear scientific evidence that both long COVID and the COVID vaccines are responsible for spike protein-induced conditions that will require a significant investment of resources before we fully understand these conditions and how to treat them most effectively." Explanatory article [here](#).)
- **Persistent elevation of soluble and extracellular vesicle-linked Spike protein in individuals with persistent sequelae of COVID-19**
<https://onlinelibrary.wiley.com/doi/10.1002/jmv.28580>
(Long Covid pathophysiology is pointing to persistence of Spike protein in the blood which is pathogenic and likely driving tissue/organ injury with associated symptoms. Because COVID-19 mRNA vaccines further load the body with genetic code and more Spike protein, it is likely that vaccination worsens post-COVID syndromes. Meaning, if the problem is due to Spike protein, vaccination could cause and/or exacerbate the ailment.)
- **Long COVID Prevalence and Its Association with Health Outcomes in the Post-Vaccine and Antiviral-Availability Era**
<https://www.mdpi.com/2077-0383/13/5/1208>
(A study found that the majority of patients who suffered from long COVID were widely available were vaccinated. Explanatory article [here](#).)

Neurological Issues

- **Fetal Exposure to COVID-19 mRNA Vaccine BNT162b2 Induces Autism-Like Behavior in Male Neonatal Rats**
<https://link.springer.com/article/10.1007/s11064-023-04089-2>
(In conclusion, our study presents evidence that the COVID-19 mRNA BNT162b2 vaccine impacts the WNT pathway and BDNF levels in rats, with particularly pronounced effects observed in males. These male-specific outcomes, including autism-like behaviors, reduced neuronal counts, and impaired motor performance, emphasize the potential neurodevelopmental implications of the vaccine." In short, they found that pregnant rats injected with the Pfizer BNT162b2 vaccine had male progeny in particular, that tended to have concordant neurodegenerative changes with impaired behaviors on standardized testing. Explanatory articles [here](#) and [here](#).)
- **Emergence of a New Creutzfeldt-Jakob Disease: 26 Cases of the Human Variant of Mad Cow Disease, Days After a COVID-19 Injection**
<https://medrxiv.org/content/10.1101/2023.05.04.232802661v1.full-text>
(Scientists "identified a GxxxG signature motif within the coding sequence for the mRNA portion of the injection that they say increases the risk of that misfolding will occur, creating toxic oligomers, that are the basis of prion disease." Also, "Bearing in mind from the outset that it usually takes decades for prion disease to manifest itself, the question we address here is why and how can this rare fatal disease quickly manifest itself following these injections?" Explanatory article [here](#).)
- **COVID-19 vaccination-related timinitis is associated with pre-vaccination metabolic disorders**
<https://www.frontiersin.org/journal/pharmacology/articles/10.3389/fphar.2024.1374320/full>
(“Spike proteins have been shown to damage the blood-brain barrier, activate microglia/neuroinflammation and cause neuronal death,” the authors wrote. If this occurs near the ears or in the nerves supplying the ears, it can lead to timinitis. Furthermore, spike proteins can aggregate to form plaques proteins, which, in turn, lead to neurodegeneration. “These ... inflammation could damage blood-brain barrier and other brain function, and potentially lead to timinitis and other mental health issues,” the authors wrote. Explanatory article [here](#).)
- **Auditory-vestibular adverse events following COVID-19 vaccinations**
<https://www.sciencedirect.com/science/article/pii/S2468266723000103>
(“We are the first to confirm this increased relative incidence of timinitis and vertigo post COVID-19 vaccines.” Explanatory article [here](#).)
- **Vestibular Neuritis Following COVID-19 Vaccination: A Retrospective Study**
<https://www.cureus.com/articles/90692-vestibular-neuritis-following-covid-19-vaccination-a-retrospective-study/>
(A Japanese study examined 178 patients who presented at the vertigo clinic, and found that “vestibular events should be recognized as one of the side effects of BNT162b2 (Pfizer) COVID-19 vaccination”)
- **Vertigo/dizziness following COVID-19 vaccination**
<https://www.sciencedirect.com/science/article/pii/S095076022005907>
(“Conclusion: Post-vaccination vertigo/dizziness can manifest as exacerbation of [previous neurological disorder]. The median time to the onset of vertigo/dizziness following COVID-19 vaccination is 10 days.”)
- **Preliminary Evidence of a Link between COVID-19 Vaccines and Otolitic Symptoms**
<https://www.medrxiv.org/content/10.1101/2023.02.23.23271144v1>
(“COVID vaccine was associated with a statistically significant excess incidence of vertigo, timinitis, and hearing loss of at least 723, 57, and 55 cases per 100,000, respectively. These results suggest an association between the COVID-19 vaccines and vertigo, timinitis, hearing loss, and BPPV’s policy. They also suggest that, with respect to vertigo, timinitis, and hearing loss, the association is relatively strong for the Ad26.COV2.S vaccine.”)
- **NEURO-COVAN: An Italian Population-Based Study of Neurological Complications after COVID-19 Vaccinations**
<https://www.medicinesciences.2023.3153.11.101621>
(In summary, a shocking 31.2% of respondents to this large dataset sustained neurologic injury after two injections with verified data in health registries. Most of the risk estimates indicate the safety profile is unacceptable. Explanatory article [here](#).)
- **Neurological Adverse Reactions to SARS-CoV-2 Vaccines**
<https://www.qeios.com/journal/view/doi/10.9758/qeios.2023.21.2.222>
(Study cites 129 papers in a review of the devastating neurological side effects of the COVID-19 vaccines. A common element to all of them appears to be Spike protein induced direct damage or indirect pathophysiology mediated via inflammation, vascular endothelial disruption, and neural tissue damage.)
- **SARS-CoV-2 Spike amyloid fibrils specifically and selectively accelerates amyloid fibril formation of human prion proteins and the amyloid β peptide**
<https://www.biorxiv.org/content/10.1101/2023.09.01.555844v1>
(Study suggests acceleration of the Alzheimer’s disease process through amyloid fibril formation in the brain, due to spike protein. As is now typical of our corrupt academic/medical establishment, the authors only mention exposure to spike from infection, and mention nothing about massive, uncontrolled exposure to the spike from COVID-19 vaccines and boosters.)

- Apparent risks of postural orthostatic tachycardia syndrome diagnoses after COVID-19 vaccination and SARS-CoV-2 Infection**
<https://www.nature.com/articles/s41441-022-00177-3>
 (One of the most common symptomatic complaints after COVID-19, vaccination, and now in most persons who have both exposures is POTS. Results: "In our large and diverse population, using a sequence-symmetry analysis, we found apparent evidence of POTS-associated diagnosis occurring more frequently after COVID-19 vaccination than before vaccination." Explanatory article [here](#).)
- SARS-CoV-2 Spike Protein Accumulation in the Shakh-Matlogoev-Brain Aisle: Potential Implications for Long-Term Neurological Complications in post-COVID-19**
<https://www.biorxiv.org/content/10.1101/2023.04.04.535604v1>
 (A paper from Germany proves that the spike proteins accumulate in the brain and cause death of brain cells. Key findings: "Our results revealed the accumulation of the spike protein in the skull marrow, brain meninges, and brain parenchyma." and "The injection of the spike protein alone [meaning via the "vaccine"] caused cell death in the brain, highlighting a direct effect on brain tissue" and "we observed the presence of spike protein in the skull of deceased long after their COVID-19 infection, suggesting that the spike's persistence may contribute to long-term neurological symptoms" Explanatory article [here](#).)
- 5.3.4 CUMULATIVE ANALYSIS OF POST-AUTHORIZATION ADVERSE EVENT REPORTS OF PF-07382884 (BNT162B2) RECEIVED THROUGH 28 FEB 2021**
https://www.fda.gov/oc/press-releases/2022/04/vaccine_5.3.4-postauthorization-experience.pdf
 (These are adverse events reported to Pfizer for only a 90-day period starting on December 1, 2020, the date of the United Kingdom's public rollout of Pfizer's COVID-19 experimental mRNA "vaccine" product. Key points in this report include: 542 neurological events, 95% of which were serious, occurred in 501 patients. Also, 16 patients died. Also, 50% of events occurred within the first 24 hours after injection, equating to over 270 events in a single day. Explanatory article [here](#).)
- A Potential Role of the Spike Protein in Neurodegenerative Diseases: A Narrative Review**
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9221644/>
 (Study describes the pathophysiological rationale for COVID-19 vaccines in the development of neurodegenerative disorders. Key features are: 1) CNS penetration of the vaccines, 2) neuroinflammation, 3) Spike protein activation of toll-like receptors 4, 4) folding of spike protein into amyloid plaques, 5) cumulative exposure with multiple shots compounds enhanced risk. Explanatory article [here](#).)
- Report of Guillain-Barre Syndrome After COVID-19 Vaccination in the United States**
<https://jamanetwork.com/journals/jamaneurology/fullarticle/2800871>
 (This paper illustrates that GBS is likely to occur to occur with mRNA and should be added as a special adverse event of interest in mRNA development programs. Explanatory article [here](#).)
- Neurological Complications Following COVID-19 Vaccination**
https://www.ncbi.nlm.nih.gov/pmc/articles/PMC707152/pdf/11910_2022_Article_1247.pdf
 (Authors report on the wide range of central nervous system and peripheral nervous system syndromes that occur after COVID-19 vaccination. Explanatory article [here](#).)
- Sudden Hearing Loss Following Vaccination Against COVID-19**
<https://jamanetwork.com/journals/jamaneurology/fullarticle/2799360>
 (The data suggested such successives that increased risk for hearing loss. However, the most important results are in the supplemental tables which demonstrate the elderly and those with risk factors for hearing loss are pushed over the edge by COVID-19 vaccination. Explanatory article [here](#).)
- Development of facial palsy following COVID-19 vaccination: A systematic review**
https://journals.hogrefe.com/issue/10.1159/000514000/development_of_facial_palsy_following_covid_19_216.aspx
 ("Our review shows that Bell's palsy can be a plausible non-serious adverse effect of COVID-19 vaccination." "Three quarters of victims failed to completely recover from their vaccine-induced facial palsy. In other words, they have what appears at this point to be a permanent injury.)
- COVID-19 RNA Based Vaccines and the Risk of Prison Disease**
<https://www.medrxiv.org/content/10.1101/2022.04.04.22277778v1>
 ("Analysis of the Pfizer vaccine against COVID-19 identified two potential risk factors for inducing prison disease in humans. The RNA sequence in the vaccine contains sequences believed to induce TDP-41 and TUS-101 aggregates in their prison based confinement leading to the development of common neurodegenerative diseases.")
- SARS-CoV-2 S1 Protein Induces Endolysosome Dysfunction and Neuritic Dystrophy**
<https://www.frontiersin.org/journals/cell-and-tissue-research/articles/10.3389/fcell.2021.777738/full>
 (Study found that exogenous SARS-CoV-2 S1 protein, which enters neurons via receptor-mediated endocytosis, induced endolysosome dysfunction and axonal dystrophy in neurons, such a finding provides evidence that SARS-CoV-2 S1 protein could directly induce neuronal injury. It's important to note here that the S1 subunit is identical between the infection and injection/vaccine, but that the vaccine enters the body to produce for more far far longer than infection does, thereby worsening the potential damage.)
- Neurological consequences of COVID-19 and brain related pathogenic mechanisms: A new challenge for neuroscience**
<https://www.sciencedirect.com/science/article/pii/S266515821002017>
 (SARS-CoV-2 affects the brain by neuroinvasion and by the consequences of the systemic infection. It generates cerebrovascular, sensitive, motor, cognitive and diffuse brain disorders. It's important to note here that the S1 subunit is identical between the infection and injection/vaccine, but that the vaccine enters the body to produce for more far far longer than infection does, thereby worsening the potential damage.)
- Immediate and 6-month seizure outcomes following first and second SARS-CoV2 mRNA vaccinations: A multicenter study with a nationwide survey**
<https://www.sciencedirect.com/science/article/pii/S1525506022000194>
 (A Japanese study that followed 132 people with epilepsy observed seizure worsening following vaccination in 5.7 percent of those who received their first and second COVID-19 vaccines.)
- Factors associated with stroke after COVID-19 vaccination: a statewide analysis**
<https://www.frontiersin.org/journals/neurology/articles/10.3389/fneur.2023.1199745/full>
 (A statewide study that followed 5 million people living in Georgia found that those who contracted COVID-19 within 21 days of vaccination were at the highest risk of stroke.)

Reactivation of Latent Viruses

- Association of herpes zoster with COVID-19 vaccination: A systematic review and meta-analysis**
[https://www.jaad.org/article/S0190-9622\(21\)00519-4/fulltext](https://www.jaad.org/article/S0190-9622(21)00519-4/fulltext)
 ("Vaccine induced massive shift of CD8+ T cells and CD4+ helper T cells may cause temporary inability to suppress latent VZV, allowing for its reactivation.")

Reproductive Issues

- Transplacental transmission of the COVID-19 vaccine messenger RNA: evidence from placental, maternal, and cord blood analyses postvaccination**
[https://www.ajpg.org/article/S0002-9378\(22\)00063-2/fulltext](https://www.ajpg.org/article/S0002-9378(22)00063-2/fulltext)
 ("These two cases demonstrate, for the first time, the ability of the COVID-19 vaccine mRNA to penetrate the fetal-placental barrier and reach the intrauterine environment." This is a very small sample size; two case studies. However, what was found in both mothers is extremely concerning and provides the proof-of-principle required to once again call for a moratorium on this technology until all relevant scientific questions can be addressed. Explanatory articles [here](#) and [here](#).)
- Increased risk of fetal loss after COVID-19 vaccination**
<https://academic.oup.com/humrep/article/39/12/2256/7108743>
 (Thang et al. published the most comprehensive safety comparison to date between COVID-19 vaccines and influenza shots among pregnant women. As you can see, there was a 177-fold increase in fetal loss which includes miscarriage in the first trimester. Explanatory article [here](#).)
- Abnormal Uterine Bleeding Among COVID-19 Vaccinated and Recovered Women: a National Survey**
<https://link.springer.com/article/10.1007/s40302-022-01062-2>
 (Small researchers conducted a nationwide questionnaire survey of 7804 women. 40.3% of women had changes in menstrual patterns after COVID-19 vaccination, 80.6% of them had "excessive bleeding." "Abnormal uterine bleeding is an apparently common side effect of the BNT162b2 vaccine as well as of the COVID-19 infection. It is characterized mostly by excessive bleeding and most women experienced it between vaccination date and the next menstrual period.")
- A Nationwide Survey of mRNA COVID-19 Vaccine's Experiences on Adverse Events and Its Associated Factors**
<https://doi.org/10.3390/vaccines2023081270>
 (South Korean survey) "A notable finding was that over 15% of female participants reported menstrual disorders and unexpected vaginal bleeding after

mRNA vaccination")

- **Evaluation of menstrual symptoms after Coronavirus disease 2019 vaccination in women with endometriosis**
<https://journals.sagepub.com/doi/10.1177/1745505721176751>
(Study evaluated patients with and without endometriosis with the first and second injections of mRNA COVID-19 vaccines (Pfizer or Moderna). As with many studies, the majority had changes in their menstrual cycle. Explanatory article [here](#).)
- **Female reproduction and abnormal uterine bleeding after COVID-19 vaccination**
<https://www.nature.com/articles/s41591-023-05923-0>
("After a comprehensive analysis of domestic and international data on adverse reactions reported after COVID-19 vaccination, the committee has announced the discovery of a statistically significant association between AUB and COVID-19 vaccination, which is sufficient evidence to establish a causal relationship.")
- **Heavy bleeding and other menstrual disturbances in young women after COVID-19 vaccination**
<https://www.sciencedirect.com/science/article/pii/S02441007230008010>
(Norwegian survey of 3972 women ages 18-30 years old. 38.8% reported menstrual disturbance after 1st vaccine dose. Authors: "We found increased risk of menstrual disturbances after vaccination, particularly for heavier bleeding than usual, prolonged bleeding, shorter interval between menstruations, and stronger period pain.")
- **Prevalence of and risk factors for self-reported menstrual changes following COVID-19 vaccination: a Danish cohort study**
<https://academic.oup.com/hmg/article-abstract/39/9/1521/7221408>
(Danish study of 1,648 women ages 16-65 who completed surveys. 30% reported menstrual changes after COVID-19 vaccination.)
- **Association between Different Types of COVID-19 Vaccines and Menstrual Cycle Patterns among Women of Reproductive Age**
<https://journals.sagepub.com/doi/10.1177/1745505721176751>
(Online self-administered survey of 500 Saudi women ages 18-45. 44% reported menstrual disturbance. Study "found a significant relationship between the duration of flow, menstrual blood loss, and severity of dysmenorrhea before and after receiving the first, second, and third doses of Covid-19 vaccine")
- **Unexpected vaginal bleeding and COVID-19 vaccination in non-menstruating women**
<https://www.sciencemag.org/doi/10.1126/sciadv.adg1391>
(Risk of unexpected vaginal bleeding after vaccination was increased three- to fivefold in both non-menstruating post- and premenopausal women. "Increased risk after both Pfizer and Moderna suggest a mechanism related to the spike protein and not to other vaccine components. Pathways related to local changes in the endometrium, possibly resulting from a spike related immune response or related to the endometrial expression of ACE2 receptors may be involved")
- **Biodistribution of mRNA COVID-19 vaccines in human breast milk**
<https://www.thelancet.com/journal/20230101/article/PIIS2235-266423000366-31600>
(Study shows a complete refutation of the "vaccine stays in the arm" trope, scientific proof of the presence of mRNA nanoparticles in the breast milk of vaccinated mothers, and a scientific explanation of the mechanism of how the breast milk's COVID vaccine exosomes could reach the intestines of the baby and become biologically active. PLEASE NOTE that the study authors admit testing mRNA in the HT-29 cell line was somewhat of a waste of time, thereby refuting their own "pro-job" rhetoric—a truly stunning example of the dangerous propaganda found in studies over the COVID era. Explanatory article [here](#).)
- **Premenstrual and menstrual changes reported after COVID-19 vaccination: The EVA project**
<https://journals.sagepub.com/doi/10.1177/1745505721176751>
(The EVA Project has several important implications: 1) because the premenstrual and menstrual phases were impacted it is likely the reproductive cycle has been altered in the majority of women, 2) clotting and bleeding changes imply the Spike protein was damaging capillaries of the uterine lining and within menstrual flow, 3) it can be expected that conception would be influenced for several cycles if not longer, 4) with recommended injections every six months perpetuated infertility and dysfunctional uterine bleeding could be anticipated in a substantial portion of women who are in the childbearing age range.)
- **Safety of third SARS-CoV-2 vaccine (booster dose) during pregnancy**
<https://www.sagepub.com/article/82589-8313220077-5/fulltext>
(Paper reporting a nearly fourfold post-partum hemorrhage rate among those single compared to double vaccinated. One could imagine how large the magnitude would have been compared to unvaccinated where hemostasis is not impaired.)
- **Analysis of Vaccine Reactions After COVID-19 Vaccine Booster Doses Among Pregnant and Lactating Individuals**
<https://jamanetwork.com/journals/jamafulltext/fullarticle/2795980>
(A study published in JAMA, which was hilariously designed to make the shots look safe, actually reveals that 3.5% of the women reported a decrease in breast milk supply and 1.2% reported "issues with their breastmilk-fed infant after vaccination".)
- **COVID-19 Vaccines: The Impact on Pregnancy Outcomes and Menstrual Function**
<https://www.gonads.org/vol2no1-theory.pdf>
(Study documents unequivocal danger signals from the VAERS report using the Influenza vaccinations over 284 months as a control group compared to that of the COVID-19 "inoculation" in just 18 months. Proportional reporting ratios (PER) far exceed the CDC FDA danger signal of 2. Explanatory articles [here](#) and [here](#).)
- **Japanese Pfizer biodistribution studies translated: SARS-CoV-2 mRNA Vaccine (BNT162b2, PF-07302048) 2.6.4 Summary statement of the pharmacokinetic study**
<https://art02005.us.archive.org/26/items/pfizer-confidential-translated-pfizer-confidential-translated/pdf>
(Studies confirmed that within 48 hours the "vaccine" was immediately absorbed into the bloodstream and concentrated in the ovaries 118-fold by 48 hours and the trajectory would have been even higher had the animals not been sacrificed at 48 hours. It also concentrates in the thymus gland in fetal lile, potentially rendering permanent harm to the child. Explanatory article [here](#).)
- **Detection of Messenger RNA COVID-19 Vaccines in Human Breast Milk**
<https://jamanetwork.com/journals/jamapediatrics/fullarticle/2796427>
(Of 11 lactating individuals enrolled, trace amounts of BNT162b2 and mRNA-1273 COVID-19 mRNA vaccines were detected in 7 samples from 5 different participants at various times up to 45 hours postvaccination. FYI, there is no known safe dose of mRNA for babies, so this presents as a troubling sufficiency of medical ethics.)
- **Menstrual cycle disturbances after COVID-19 vaccination**
<https://journals.sagepub.com/doi/10.1177/1745505721176751>
(Study concludes that SARS-CoV-2 infection and COVID-19 vaccination can influence the menstrual cycle and cause alterations.)
- **The effect of BNT162b2 SARS-CoV-2 mRNA vaccine on menstrual cycle symptoms in healthy women**
<https://obgyn.onlinelibrary.wiley.com/doi/10.1002/igs.14456>
(Prior reviewed study shows relatively high rates of irregular bleeding and menstrual changes after receiving the SARS-CoV-2 mRNA BNT162b2 vaccine. As an aside, we know that Pfizer's "vaccine" accumulates in the ovaries. Also that bleeding is merely a sign of an underlying pathological process. Where is the blood coming from in the female reproductive tract? Is it be the result of damage to the female reproductive tract that could impact fertility or the ability to maintain a pregnancy? Could it be due to induction of a hormonal imbalance? Could the underlying damage contribute to chronic diseases like reproductive cancers, etc?)
- **Covid-19 vaccination BNT162b2 temporarily impairs semen concentration and total motile count among semen donors**
<https://pubmed.ncbi.nlm.nih.gov/35713410/>
(Prior reviewed study found a significant and sustained post-job decrease in sperm concentration and motility. Oddly (or not), the study's authors didn't mention boosters or speculate at all about the potential effect on sperm from repeated boosting. Explanatory article [here](#).)
- **Neutralizing Activity and SARS-CoV-2 Vaccine mRNA Persistence in Serum and Breastmilk After BNT162b2 Vaccination in Lactating Women**
<https://ncbi.nlm.nih.gov/pmc/articles/PMC7970737/>
("Majority of lactating mothers had detectable SARS-CoV-2 antibody isotypes and neutralizing antibodies in serum and breastmilk, especially after dose 2 of BNT162b2 vaccination.")

Reverse Transcription of the Genome

- **Methodological Considerations Regarding the Quantification of DNA Impurities in the COVID-19 mRNA Vaccine Cominarty®**
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7970737/>
("The available information and data indicate that the ready-to-use mRNA vaccine Cominarty contains DNA impurities that exceed the permitted limit value by several hundred times and, in some cases, even more than 500 times. Further, DNA impurities in Cominarty® are apparently integrated into the lipid nanoparticles and are thus transported directly into the cells of a vaccinated person, just like the mRNA active ingredient. What this means for the safety risks, particularly the possible integration of the DNA into the human genome, i.e., the risk of insertional mutagenesis, should be a secondary focus")
- **Presence of viral spike proteins and vaccinal spike protein in the blood**

serum of patients with long-COVID syndrome

<https://www.eurosurveillance.org/article/34485>

(These findings are unsettling and show that some vaccinated people experience focal alteration of their genomes, with spike protein-producing code permanently residing in the affected cells—despite that “Covid vaccine changes our genome” was considered an anti-vaccine anti-vax trope and was constantly ridiculed by Pfizer-sponsored press. Explanatory article [here](#).)

- **DNA fragments detected in monovalent and bivalent Pfizer/BioNTech and Moderna mRNA COVID-19 vaccines from Ontario, Canada: Explanatory dose response relationship with serious adverse events.**
<https://doi.org/10.1093/cid/ciaa097>

(The largest data set to date on this topic, using vials from multiple Canadian batches of both the Pfizer and Moderna shots. Every single one was contaminated with bacterial DNA. Also confirmed the presence of the SV40 enhancer sequence in the contaminating DNA in Pfizer’s Canadian vials. Explanatory articles [here](#) and [here](#).)

- **Sequencing of bivalent Moderna and Pfizer mRNA vaccines reveals nanogram to microgram quantities of expression vector ddRNA per dose**
<https://doi.org/10.1093/cid/ciaa097a>
(DNA contamination can contribute to interference with the human genome. This study found DNA contamination that far exceeds the European Medicines Agency (EMA) and the FDA’s requirements. “Studies evaluating the reverse transcriptase activity of LTR-1 and vaccine mRNA will need to account for the high levels of DNA contamination in the vaccines.” Explanatory article [here](#).)

- **SARS-CoV-2 RNA reverse-transcribed and integrated into the human genome**
<https://www.biorxiv.org/content/10.1101/2020.12.12.422136v1>
(MIT & Harvard study [preprint] suggest mRNA might permanently alter DNA after all. “To experimentally corroborate the possibility of viral recombination, we describe evidence that SARS-CoV-2 RNAs can be reverse transcribed in human cells by reverse transcriptase (RT) from LINE-1 elements or by HIV-1 RT, and that these DNA sequences can be integrated into the cell genome and subsequently be transcribed.” Explanatory article [here](#).)

- **Intracellular Reverse Transcription of Pfizer BioNTech COVID-19 mRNA Vaccine BNT162b2 In Vitro in Human Liver Cell Line**
<https://www.mdpi.com/1422-0067/24/13/10514>
(The CDC insisted “mRNA never enters the nucleus of the cell where our DNA is located, so it cannot change or influence our genes,” and yet this *in vitro* study found the spike protein instructions being incorporated into cells’ own DNA, in a process called “reverse transcription” that takes place “as fast as 6 hours upon exposure.” This means a body could produce spike protein forever, or, if the body treats these rewilded cells as cancerous, it could trigger autoimmune diseases. Finally, modified sperm or egg cells could pass the mutated DNA into future children’s cells.)

- **mRNA: Vaccine or Gene Therapy? The Safety Regulatory Issues**
<https://www.mdpi.com/1422-0067/24/13/10514>
(“The wide and persistent biodistribution of mRNAs and their protein products, unaccountably studied due to their classification as vaccines, cause safety issues. Post-marketing studies have shown that mRNA passes into breast milk, and could have adverse effects on breast-fed babies. Long-term expression, integration into the genome, transmission to the germline, passage into sperm, embryo/fetal and potential toxicity, genotoxicity and immunogenicity should be studied in light of the adverse events reported in pharmacovigilance databases.”)

Thyroid Dysfunction

- **Effect of SARS-CoV-2 BNT162b2 mRNA vaccine on thyroid autoimmunity: A twelve-month follow-up study**
<https://www.frontiersin.org/journal/concise/doi/full/10.3389/fendo.2023.1058007/full>
(Openness study of 70 healthcare workers showed increased thyroid autoantibodies following 2 Pfizer vaccinations as well as booster shot. These effects lasted over 32 weeks. Explanatory article [here](#).)

Vaccine Shedding

- **Inadvertent Exposure to Pharmacologically Designed Lipid Nanoparticles Via Bodily Fluids: Biologic Plausibility and Potential Consequences**
<https://www.preprints.org/manuscript/202402.1267v1>
(“Bioavailability may not be limited to the body of the vaccine recipient, as a growing body of evidence demonstrates the possibility of secondary exposure to vaccine particles. These can be via bodily fluids and include the following routes of exposure: blood transfusion, organ transplantation, breastfeeding, and possibly other means.” Explanatory article [here](#).)
- **SHEDDING OF COVID mRNA VACCINES: A review of the available evidence**
<https://www.ferticakare.com/wp-content/uploads/2024/02/Shedding-of-COVID-mRNA-Vaccines-a-review-of-evidence-2024-02.pdf>
(The title is self-explanatory. Paper cites multiple peer-reviewed studies as evidence of C19 vaccine shedding.)
- **Current state of knowledge on the excretion of mRNA and spike produced by anti-COVID-19 mRNA vaccines; possibility of contamination of the carriage of those vaccinated by these products**
<https://www.mdpi.com/1422-0067/24/13/10514>
(In this comprehensive paper on shedding, former Isomex researcher Dr. Helene Roussel has published the basis for which there is great likelihood that mRNA either on lipid nanoparticles or within exosomes is circulating in blood and is secreted in every body secretion that would naturally expect to contain particles of this size. Explanatory article [here](#).)

Excess Deaths & SADS

- **Spatiotemporal variation of excess all-cause mortality in the world (125 countries) during the Covid period 2020-2023 regarding socio-economic factors and public-health and medical interventions**
<https://www.frontiersin.org/journal/concise/doi/full/10.3389/fendo.2023.1058007/full>
(A 521-page opus on excess all-cause mortality worldwide, 2020-2023, showing that COVID vaccine rollouts to billions of people around the world increased all-cause mortality. Mortality was far greater in the heavily vaccinated countries after the vaccine rollout when compared to the least vaccinated countries. Many of these countries had no increase in all-cause mortality whatsoever through the first years of COVID, until right after rollout of the first vaccine dose. Of the 125 countries examined, 119 countries have sufficient vaccination data and mortality data to determine if there exists a temporal association between the two categories. The authors found that in all 119 countries there were significant correlations between COVID-19 vaccine rollout and temporally close peak increases in excess all-cause mortality. Explanatory articles [here](#) and [here](#).)
- **COVID-19 Illness and Vaccination Experiences in Social Circles Affect COVID-19 Vaccination Decisions**
<https://www.frontiersin.org/journal/concise/doi/full/10.3389/fendo.2023.1058007/full>
(Dr. Bialek collected job deaths in two ways. First, he extrapolated from reported deaths using conservative estimates of VAERS under-reporting rates. Second, he confirmed that figure using a survey of almost 3,000 Americans, based on their own experiences. He found with 97% confidence that the number of American job deaths as of December 31, 2021 is probably between 229,319 and 344,319.)
- **COVID-19 vaccine-associated mortality in the Southern Hemisphere**
<https://www.frontiersin.org/journal/concise/doi/full/10.3389/fendo.2023.1058007/full>
(Not only did the C19 vaccine not save lives, but it consistently appeared to be killing people in large numbers. In the researchers’ own words: “there is no evidence in All-Cause Mortality (ACM) of any beneficial effect of COVID-19 vaccines. There is no association in time between COVID-19 vaccination and any proportionate reduction in ACM. The opposite occurs. Unprecedented peaks in ACM occur in the summer (January-February) of 2022 in the Southern Hemisphere, and in equatorial-tropical countries, which are synchronous with or immediately preceded by rapid COVID-19 vaccine booster-dose rollouts. This phenomenon is present in every case with sufficient mortality data (15 countries).” The authors concluded, logically, that governments should immediately end the policy of pushing shots on vulnerable elderly people.)
- **A Systematic REVIEW of Autopsy findings in deaths after covid-19 vaccination**
<https://www.sciencedirect.com/science/article/pii/S0378512224000968>
(Paper on the largest accumulation of autopsy result in sudden deaths after COVID-19 vaccination. From a total of 125 cases, independent review found the COVID-19 vaccine was the cause of death in 73.9%. The vast majority had the cardiovascular system as the single fatal organ system injury to the body. Explanatory article [here](#).)
- **Is There a Link between the 2021 COVID-19 Vaccination Uptake in Europe and 2022 Excess All-Cause Mortality?**
<https://www.mdpi.com/1422-0067/24/13/10514>
(“Analyses of 31 countries weighted by population size show that all-cause mortality during the first 9 months of 2022 increased more the higher the 2021 vaccination uptake. When controlling for alternative explanations, the association remained robust.”)
- **Deaths by vaccination status, England**
<https://www.oas.gov.uk/policy/analysis-and-community/health-and-harm/england/deaths/deaths-by-vaccination-status-england>
(“Data from Britain’s Office for National Statistics show a stark increase in deaths among children both single- and double-jabbed compared to their un-jabbed counterparts.” British children are up to 52 times more likely to die following a COVID shot. Explanatory article [here](#).)
- **Excess mortality in Germany 2020-2022**

- https://www.researchgate.net/publication/362777743_Excess_mortality_in_Germany_2020-2021
(From the beginning of April 2021 onwards—the start of the vaccination campaign—excess mortality suddenly increases continuously up to the youngest age groups. In addition, the number of stillbirths is increasing at the same time. Nine months later, a massive and sustained decrease in live births is observed.)
- **Postmortem investigation of fatalities following vaccination with COVID-19 vaccines**
<https://pubmed.ncbi.nlm.nih.gov/34591186/>
(The study determined that the vaccine could not be ruled out or was determined to have caused the deaths of 5/18 27% of deaths that occurred following vaccination.)
 - **Anti-SARS-CoV-2 Immune Response and Sudden Death: Titin as a Link**
<https://www.medrxiv.org/content/10.1101/2021.07.06.21261633v1.full.pdf>
("The data presented here indicate the need of a strict and thorough clinical surveillance on the future effects of the mass vaccination against the current SARS-CoV-2 pandemic.")
 - **Risk of COVID Vaccine-Induced Fatality Is Equal to or Greater than the Risk of a COVID death for all Age Groups Under 80 Years Old**
<https://www.org/pdf/2202.0084v1.pdf>
(This is not a peer reviewed paper but its conclusions are sound.)
 - **Covid-19: Pfizer-BioNTech vaccine is "likely" responsible for deaths of some elderly patients, Norwegian review finds**
<https://www.bbc.com/health-57336913>
(Study shows that 10 out of 100 deaths in elderly people they examined were "likely" caused by the vaccine.)
 - **US - Trends in Death Rates from Neoplasms, Ages 15-44**
<https://plumtreejournal.com/TransmuterProjects/US-CDC-Cause-of-Death-Project-Neoplasms-Deaths-15-44.htm>
(The results indicate that from 2021 onwards, a novel phenomenon leading to increased neoplasm deaths appears to be present on individuals aged 15 to 44 in the US. Explanatory article: [here](#).)

Other Articles Compiling Studies on Vaccine Injury

Scientific Publications Directory (by React19, on C19 vaccine injury)

<https://read19.org/science>

COVID-19 Vaccines: Scientific Proof of Lethality (over 1,000 studies linked)
<https://www.sciencemag.org.uk/covid-vaccine-scientific-proof-lethal/>

Dr Stephanie Seneff: Why C19 Jabs Are Injuring So Many People Globally
<https://worldscienceforhealth.org/multimedia/dr-stephanie-seneff-c19-jabs/>

A Host of Notable COVID-19 Vaccine Adverse Events, Backed by Evidence
<https://www.thepunchlines.com/health/a-host-of-notable-covid-19-vaccine-adverse-events-those-backed-by-evidence-5598523>

COVID-19 Vaccines and Informed Consent, by John Allison, J.D. (Scroll to end / references)
<https://static1.laquanpress.com/static/61910a2208732d54675cd85c93876ee08428029224d1661164143811703/COVID-19-Vaccine-and-Informed-Consent-1-1July-2022-1-jplm1.pdf>

36 Case Reports of Cancers After Covid Vaccination



[Building the Intellectual Litterati](#)

36 Case Reports of Cancers After Covid Vaccination

Read more

3 months ago · 156 likes · 29 comments · Admire

36 Survey Studies of Side Effects Following Vaccination Showing Shocking Rates of "SEVERE" Adverse Events



[Building the Intellectual Litterati](#)

36 Survey Studies of Side Effects Following Vaccination Showing Shocking Rates of "SEVERE" Adverse Events

Read more

3 months ago · 17 likes · 5 comments · Admire

21 Surveys of Side Effects Following Vaccination Showing Shocking Rates of "SEVERE" Adverse Events



[Building the Intellectual Litterati](#)

21 Surveys of Side Effects Following Vaccination Showing Shocking Rates of "SEVERE" Adverse Events

Read more

4 years ago · 44 likes · 7 comments

Vaccine adverse reaction papers: partial list of papers in the peer-reviewed literature documenting adverse reactions after the vaccine.



[Steve Kirsh's newsletter](#)

Vaccine adverse reaction papers

Update: Here is an even larger list of articles published in peer-reviewed journals: 3,400 articles. My list of nearly 500 articles I didn't compile the list below. Someone else did, but I don't know who did because they didn't put their name on the Word file presumably because they wanted to remain anonymous.

Read more

2 years ago · 88 likes · 18 comments · Dave Kirsh

Compilation of 3,900 Vaccine-Associated Injury Case Reports Spreadsheet



[Building the Intellectual Litterati](#)

Compilation of 3,900 Vaccine-Associated Injury Case Reports Spreadsheet

Read more

2 years ago · 122 likes · 19 comments · Admire

LET THERE BE CARNAGE: Preliminary List of 1,799 Case Reports of Vaccine Injuries Part 1



[Building the Intellectual Litterati](#)

LET THERE BE CARNAGE: Preliminary List of 1,799 Case Reports of Vaccine Injuries Part 1

Read more

2 years ago · 41 likes · 16 comments · Admire

Compilation of 11 articles discussing several ways the Covid vaccines may damage human tissues

[Meryl's COVID Newsletter](#)

Compilation of 11 articles discussing several ways the Covid vaccines may damage human tissues

5 papers discussing homologies between the spike protein and human tissue that could induce autoimmune adverse effects. 1

https://www.researchgate.net/publication/369676929_Spike_Protein_Proteomic_Similarity_to_Human_Tissues

https://www.researchgate.net/publication/369676929_Spike_Protein_Proteomic_Similarity_to_Human_Tissues

Read more

2 years ago · 27 likes · 2 comments · Meryl Hays

12 Case Reports of Mild, Safe & Effective Cancer Following a Covid Vaccine

[Develop the Intellectual Warrior](#)

12 Case Reports of Mild, Safe & Effective Cancer Following a Covid Vaccine

Read more

2 years ago · 84 likes · 18 comments · Ashmeida

Psychiatric Injuries - Children who were injured by Pfizer or Moderna COVID-19 mRNA vaccines - Hallucinations, self-harm, suicide attempts, permanent disability

[COVID Intel - by Dr William Maki](#)

Psychiatric Injuries - Children who were injured by Pfizer or Moderna COVID-19 mRNA vaccines - Hallucinations, self-harm, suicide attempts, permanent disability

"Safe and Effective"? Every parent who is fighting to protect their children from Pfizer or Moderna COVID-19 mRNA vaccines should have cases like this saved in their records and ready to give to their lawyers, to health authorities, or to the Courts.

Read more

4 years ago · 95 likes · 33 comments · Dr. William Maki MD

TURBO CANCER Literature is growing rapidly

[COVID Intel - by Dr William Maki](#)

TURBO CANCER Literature is growing rapidly - 6 new COVID-19 Vaccine Turbo Cancer papers published in April 2024 - 26 total - the dam is breaking and it will take Pfizer & Moderna with it

(Image) TURBO CANCER LITERATURE (15 papers) (2024 Apr, Zhang and El-Deryn) - SARS-CoV-2 spike S2 subunit inhibits p53 activation of p21(WAF1), TRAIL Death Receptor DR5 and MDM2 proteins in cancer cells (2024 Apr, Rubio-Castillo et al) - Review: N1-methyl-pseudouridine (m1N) - Friend or foe of cancer...

Read more

3 months ago · 209 likes · 49 comments · Dr. William Maki MD

NOVAVAX COVID-19 Vaccine and Myocarditis: New October 2023 papers raise SERIOUS CONCERNS

[COVID Intel - by Dr William Maki](#)

NOVAVAX COVID-19 Vaccine and Myocarditis: New October 2023 papers raise SERIOUS CONCERNS! The Good, The Bad and the Ugly regarding Novavax "2023-2024 Formulation"

Papers Reviewed: Oct26, 2023 Wilkinson et al - A Brighton Collaboration standardized template with key considerations for a benefit/risk assessment for the Novavax COVID-19 Vaccine (BNV-COV237), a recombinant spike protein vaccine with Matrix-M adjuvant to prevent disease caused by SARS-CoV-2 viruses.

Read more

6 months ago · 75 likes · 14 comments · Dr. William Maki MD

Case reports of psychosis and mania after 4th, 3rd, 2nd and 1st doses of Pfizer or Moderna COVID-19 Vaccines

[COVID Intel - by Dr William Maki](#)

mRNA Injury Series - New paper: first reported case of re-emergent mania and psychosis post bivalent mRNA COVID-19 booster Vaccination (4th dose) (Dec 2023, from Singapore) - 16 cases in the literature

Read more

6 months ago · 107 likes · 29 comments · Dr. William Maki MD

Kidney Damage, acute renal injury and renal failure after COVID-19 mRNA Vaccination - 20 cases and literature review

[COVID Intel - by Dr William Maki](#)

mRNA Injury Series - Kidney Damage, acute renal injury and renal failure after COVID-19 mRNA Vaccination - 20 cases and literature review

Jan 2, 2024 - Australia - Star Roth is in renal failure again with kidney disease and more? "I'm Vaccinated. Why aren't you you stupid Picking PXX" kidney failure has skyrocketed after COVID-19 mRNA Vaccine Rollout. Here are 20 more cases...

Read more

6 months ago · 102 likes · 27 comments · Dr. William Maki MD

[SHARE](#) [COMMENT](#) [REPLY](#)

Originally posted on

[COVID Facts](#)

Like

1

Repository of COVID-19 facts in regard to virus origins, failed public policies, medical ethics, and vaccine injury

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Vigil
Mediaphile



August 12, 2024

5:30 - 6:00 P.M.: Council Dinner / Executive Session Re: Real Estate (30 min)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:30-6:00 p.m. to discuss Real Estate.

6:30 P.M.: Regular Council Meeting

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/36683?startStreamAt=0&stopStreamAt=7707

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnerny-Ogle

Absent: None

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Mayor McEnerny-Ogle opened Community Communication and received no testimony from community members regarding any matter on the agenda not scheduled for a Public Hearing.

There being no testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled item 4 for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried Yes: 7, No: 0, Abstaining: 0, to approve items 1-3, 5, and 6 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried Yes: 7, No: 0, Abstaining: 0, to approve item 4 on the Consent Agenda.

- 1. Contract Amendment - Industrial Pretreatment Lagoon Solids Land Application Services C-101223
Staff Report: 150-24**

Request: Authorize the City Manager or designee to amend contract C-101223 with Fire Mountain Farms, Inc. of Onalaska, WA by \$210,000 for a revised contract price of \$457,346.

Frank Dick, Wastewater Treatment Program Manager,
frank.dick@cityofvancouver.us

Motion approved the request.

- 2. Interagency Agreement with Washington Department of Natural Resources for Emerald Ash Borer Grant
Staff Report: 151-24**

Request: Authorize the City Manager, or designer, to execute an Interagency Agreement with the Washington State Department of Natural Resources

to accept and expend funds per the Agreement.

Charles Ray, Urban Forester, Julie Gilbertson, Solid Waste Supervisor,
charles.ray@cityofvancouver.us, julie.gilbertson@cityofvancouver.us

Motion approved the request.

**3. Resolutions for the Re-designation of TV ETC as the Educational Access Provider and CVTV as the Government Access Provider for Vancouver and Clark County on the Comcast Cable System
Staff Report: 152-24**

A RESOLUTION relating to cable television and to the designation of the Vancouver Educational Telecommunications Consortium ("TV ETC") as the educational access provider on the Comcast cable system for Vancouver and Clark County.

A RESOLUTION relating to cable television and to the designation of Clark Vancouver Television ("CVTV") as the governmental access provider on the Comcast cable system for Vancouver and Clark County.

Request: Adopt the resolutions approving The Vancouver Educational Telecommunications Consortium (TV ETC) as the designated educational access provider and Clark Vancouver Television (CVTV) as the designated government access provider for Vancouver and Clark County on the Comcast and CenturyLink cable systems for three years or until August 12, 2027.

Kerry Peck, Administrative Assistant, Kerry.Peck@cityofvancouver.us

Motion adopted Resolution M-4290 and M-4291 to approve the request.

**4. Appointment of City Manager and Related Employment Agreement
Staff Report: 154-24**

Request: Move to appoint the new City Manager effective 5:01 p.m. October 11 and authorize the Mayor to execute the Employment Agreement memorializing the same.

Nena Cook, Deputy City Attorney, nena.cook@cityofvancouver.us

Motion approved the request.

5. Boards and Commission Removal - Planning Commission

Request: Remove Melissa Von Borstel from the Planning Commission effective August 12, 2024.

Mayor Anne McEnery-Ogle

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for August 12, 2024.

Motion approved claim vouchers in the amount of \$5,865,820.23.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

7. Body Worn Camera Video Redaction Cost Study Staff Report: 153-24

A RESOLUTION adopting the findings of the Body Worn Camera Study and directing the Public Records Officer to recover the reasonable costs of applying redactions to public records requests for body worn camera footage.

Request: On August 12, 2024, approve the Body Worn Camera Study and authorize the City Manager or designee to implement charging for redactions made to body worn camera video footage prior to disclosure to certain public records requestors under the PRA .

Daphne Harris, Finance and Logistics Supervisor, Jeff Mori, Police Chief,
daphne.harris@cityofvancouver.us, jeff.mori@cityofvancouver.us

Troy Price, Deputy Police Chief, provided an overview of the Body Worn Camera Video Redaction Cost Study.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and received testimony from the following community members:

- *Karen Morrison, Vancouver*
- *Breanna James, La Center, WA*

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried Yes: 7, No: 0, to approve Resolution M-4292.

8. Rezone and Critical Area Permit for 19th Street Terrace Subdivision

Staff Report: 147-24

Ordinance A

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

Ordinance B

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

Request: On Monday, August 12, 2024, following the public hearing and quasi-judicial hearing, approve Ordinance A or Ordinance B.

Mark Person, Senior Planner, mark.person@cityofvancouver.us
Mayor McEnerny-Ogle opened the Quasi-Judicial Hearing for the Rezone and Critical Area Permit for 19th Street Terrace Subdivision.

Nena Cook, Deputy City Attorney, provided an overview of the guidelines of conducting the hearing invoking the Appearance of Fairness Doctrine. Ms. Cook stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues pertaining to the matter.

Ms. Cook then asked each member of the Council to disclose any direct or indirect benefit they could derive from the decision and determined there were no messages requiring disclosure.

All of the Councilmembers reported nothing to disclose.

Mark Person, Senior Planner, and Ryan Lopossa, Transportation Division Manager, provided an overview of the Rezone and Critical Area Permit for 19th Street Terrace Subdivision.

Council discussed the item briefly with staff.

Chad Stewart, Ginn Group, the applicant's representative, and Jayson Taylor, PLS Engineering, provided a presentation and information on behalf of the applicant.

Mayor McEnerny-Ogle opened the public hearing and received testimony from the following community members:

- *Leslie Peterson, Vancouver*
- *John Ignoffo, Vancouver*
- *Ardis Zidan, Vancouver*
- *Linda Ignoffo, Vancouver*
- *Brad Peterson, Vancouver*
- *Rhonda Cusson-William, Vancouver*
- *Stephen Murphy, Vancouver*
- *Brad Jones, Vancouver*
- *John Burke, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Fox, seconded by Councilmember Perez, and carried Yes: 7, No: 0, Abstaining: 0, to approve Ordinance B, and move it to a public hearing on August 19, 2024.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

8:37 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: 19th Street Terrace Subdivision
Date: Monday, August 12, 2024 10:47:01 AM

Written comment - 8/12/24 agenda

-----Original Message-----

From: Cae Gertz [REDACTED]
Sent: Monday, August 12, 2024 10:32 AM
To: City Council <council@cityofvancouver.us>
Subject: 19th Street Terrace Subdivision

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a property owner for 33 years in this area, we would like to request “non-approval” for this subdivision of 49 houses.

This area cannot handle the additional traffic on Nancy Road, 113th, and 19th Street. The traffic to enter onto 10th off of Nancy Road is almost impossible at certain time. Yes we have speed bumps on Nancy Road, but this does not necessarily slow traffic. Even an additional 27 homes will increase this neighborhood to more traffic but almost fifty homes will increase it by perhaps 100 cars a day.

Please reconsider! The forest area will be lost, the impact on our birds and critters will be greatly destroyed.

Please vote this down!

Sincerely,
Caetana Gertz
[REDACTED] Vancouver, WA 98664

Ginn Corporation & 19th Street Terrace Issues

By John Burke

Ellsworth Springs Resident

1. R19 Zoning is not representative of this area of Vancouver.

- There is no R19 Single Family homes within a mile of the proposed 19th Street
- Refer to Pages 3 & 4

2. These houses are not affordable to Vancouver Residents

- Ginn Corp. is presently advertising similar homes in Vancouver for \$425k
- Houses likely not affordable – Pages 5 & 6

3. Traffic study is flawed – doesn't account for major road

- From project site to Cascade shopping Center is shortest via Nancy Ave & is not included in study
- Refer to pages 7 & 8

4. Air Quality waqs not a factor in Clark County Health Assessment

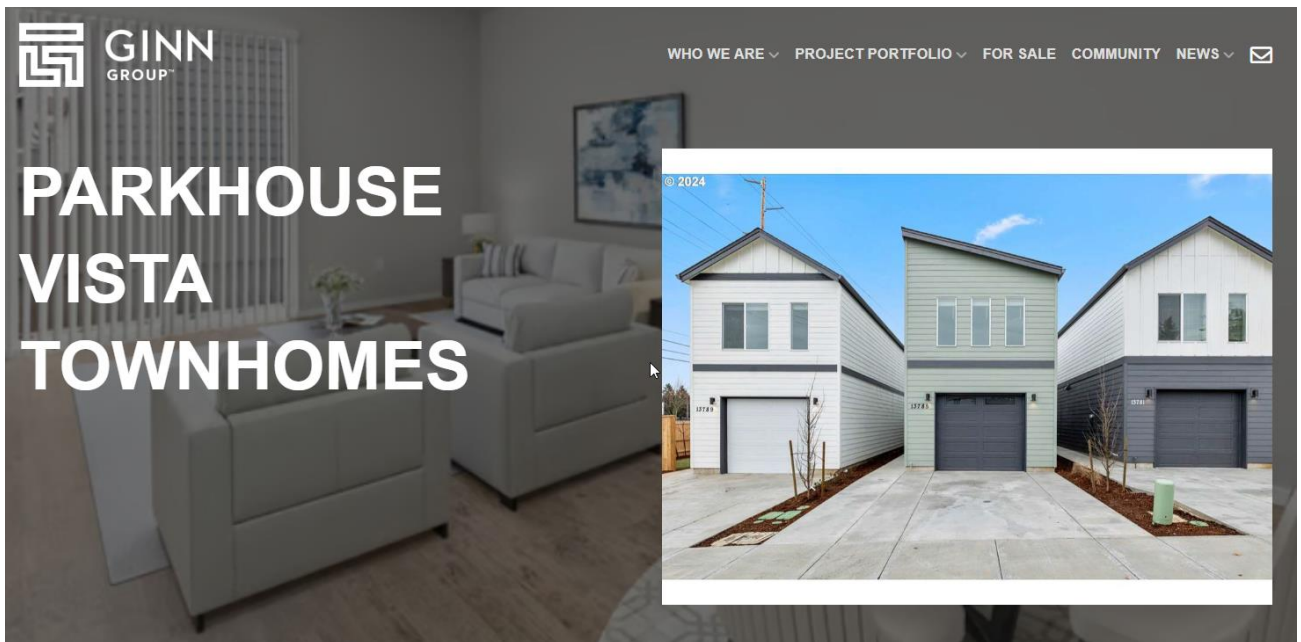
- Refer to pages 9 to 12

5. Inadequate Space for Driveways and Garage

- Based on a engineering report for the project
- Refer to page 13

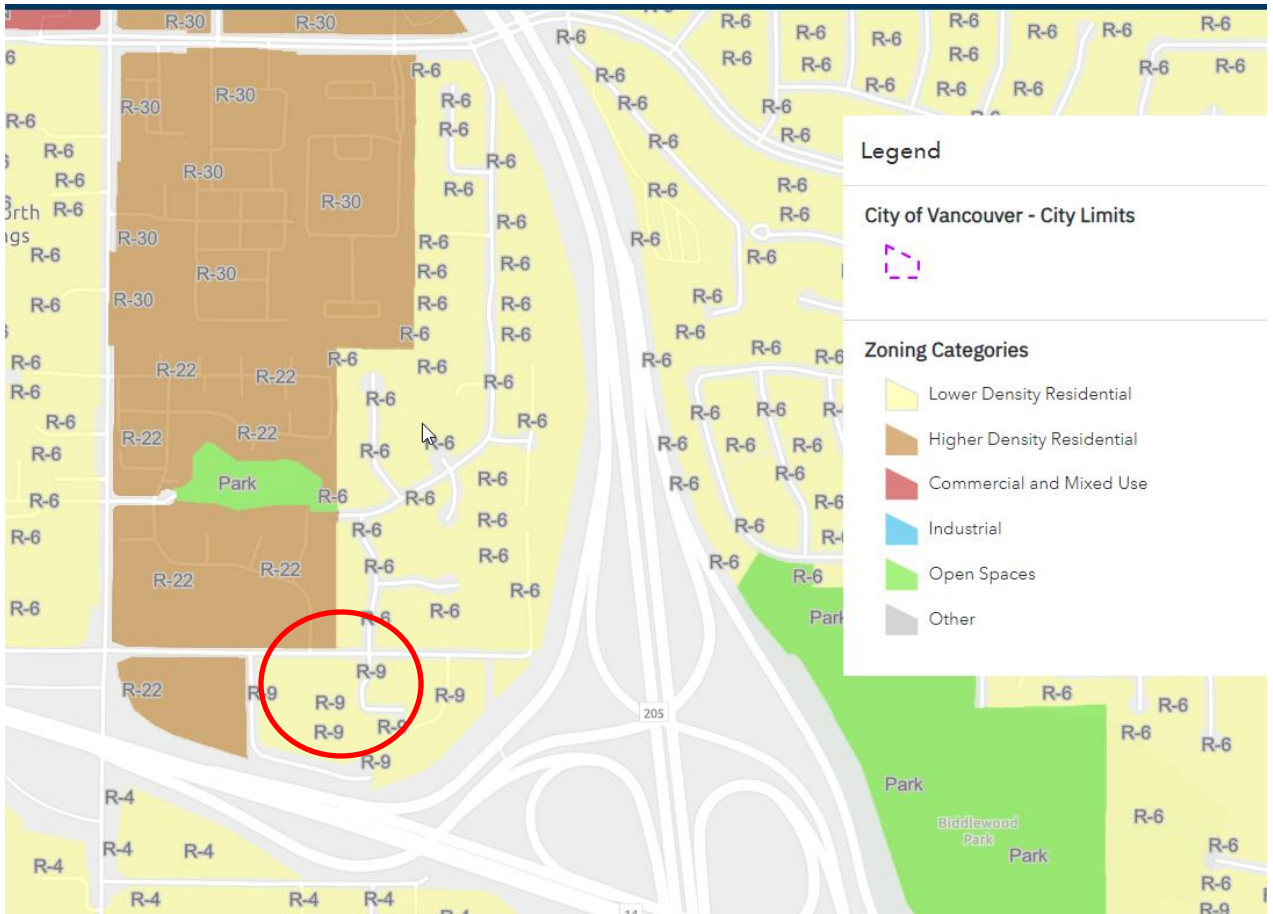
This is reasonably what the project can be expected to look like

This is a similar Project that the Ginn Corporation is presently selling in Vancouver.



- The proposal is for 46 “single family homes”
- Current USA Census Data calculates 2.53 residents per single family home in Vancouver
- 46×2.53 residents = 116 people estimated for this project

Excluding Apartment complexes & Condos, there are no R19 density single family homes in a 1 mile radius of the proposed 19th Street Terrace



R19 Single Family Housing is not consistent with existing City Planning

There is no R19 Single Family Residence Homes **within a mile of the 19th Street Terrace Proposal**



Red Circle above is a 1 miles Radius

\$110K Family Income is Needed to Afford a \$450,00 house

google.com/search?q=how+much+do+you+need+to+make+to+buy+a

Google Imported From IE Imported From IE (1) Gmail YouTube

how much do you need to make to buy a 450 000 house

All Videos Images Shopping Forums News Books More Tools

between \$110,000 to \$150,000

To afford a \$450,000 house, you typically need an **annual income between \$110,000 to \$150,000**, which translates to a gross monthly income of approximately \$9,167 to \$12,500. Jul 12, 2024

DSLD Mortgage
https://www.dsldmortgage.com/blog/what-income-d...

What Income Do I Need To Afford A \$450K House? An Expert ...

About featured snippets Feedback

People also ask :

- What income is needed for a 450K mortgage?
- How much is the monthly payment on a 450 000 mortgage?
- How much should I have saved to buy a 450K house?
- What should my income be for a 400K house?

Feedback

3. The 28% / 36% rule HomeLight

This rule takes the **28% rule one step further**. It states that your total household debt shouldn't exceed 36% — so after you factor in the 28% for your mortgage principal and interest, you only have 8% remaining for the rest of your bills, including car payments, student loans, and credit cards.

PARKHOUSE VISTA TOWNHOMES



PARKHOUSE VISTA TOWNHOMES

📍 Vancouver, WA

🏠 Single Family

\$ 424,900

cityofvancouver.us/2023-annual-report/by-the-numbers/

Suggested Sites Google Imported From IE Imported From IE (1) Gmail



Income and education

- Median household income: \$76,799
- 49% of residents rent their home
- 51% of residents own their home
- 61% employment rate
- 91.1% have a high school diploma
- 31.2% hold a bachelor's degree or higher
- 10% currently live below the federal poverty level

1. **\$61,439** is 80% of the average Vancouver household Income
2. TheGinn Corp. has made **no specific commitment** to affordable housing

The City Traffic Study does not even account for Nancy Road



PRELIMINARY SUBDIVISION for 19TH STREET TERRACE

Located in the
NE ¼ of Section 4, T1N, R2E, WM, NW ¼ of Section 3, T1N, R2E, WM, SW ¼ of
Section 34, T2N, R2E, WM, SE ¼ of Section 33, T2M, R2E, WM
Clark County, Washington

Table 3: Transportation Management Zones

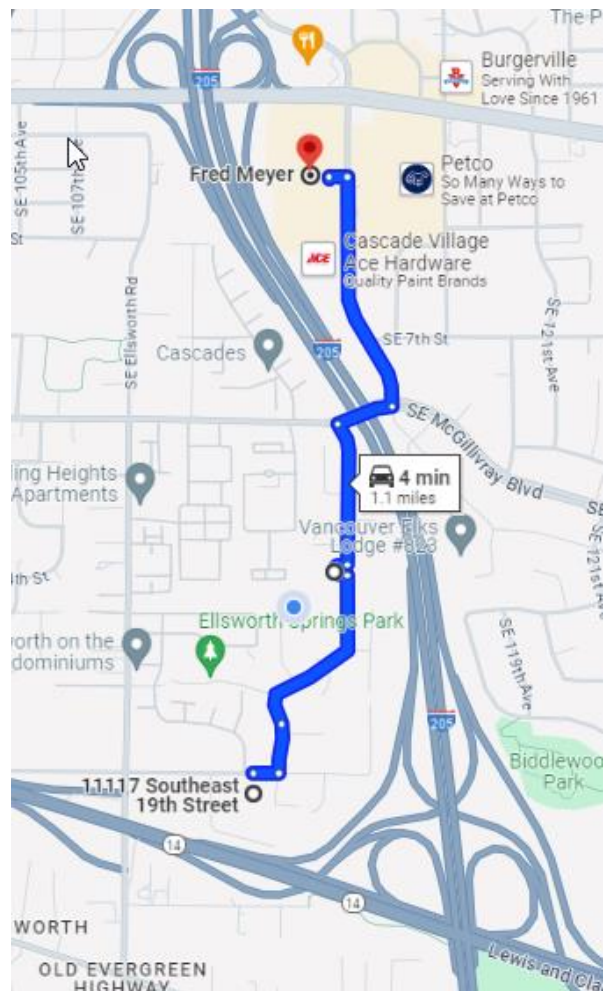
Concurrency Corridor	From	To	Evening Peak Hour Site Trips
Mill Plain Boulevard	SE 192nd Avenue	SE 164th Avenue	2
	SE 164th Avenue	SE 136th Avenue	3
	SE 136th Avenue	Interstate 205	8
	Interstate 205	N Andresen Road	5
	N Andresen Road	Interstate 5	0
	Interstate 5	W Fourth Plain Boulevard	0
St. Johns/Ft. Vancouver Way	E Mill Plain Boulevard	NE 63rd Street	0
Fourth Plain Boulevard	NE 162nd Avenue	Interstate 205	0
	Interstate 205	NE Andresen Road	0
	NE Andresen Road	Interstate 5	0
	Interstate 5	W Mill Plain Boulevard	0
Andresen Road	E Mill Plain Boulevard	State Road 500	1
	State Road 500	NE 78th Street	0
112th Avenue	NE 51st Street	NE 28th Street	3
	NE 28th Street	SE Mill Plain Boulevard	4
164th/162nd Avenue	NE Fourth Plain Boulevard	SE 1st Street	0
	SE 1st Street	State Road 14	1
Burton Road/28th Street	NE 162nd Avenue	NE 138th Avenue	0
	NE 138th Avenue	NE 112th Avenue	0
	NE 112th Avenue	NE 18th Street	0
18th Street	NE 164th Avenue	NE 138th Avenue	2
	NE 138th Avenue	NE 112th Avenue	0
136th/138th Avenue	NE Fourth Plain Boulevard	NE 28th Street	0
	NE 28th Street	E Mill Plain Boulevard	3
192nd Avenue	State Road 14	NE 18th Street	0

Proportionate Share Contributions

According to project's pre-application conference notes, proportionate share contributions are being collected for several transportation facilities throughout the City. Table 4 below details these transportation improvement projects and proportionate share fee contributions attributable to the proposed development.

- The Traffic study references Ellsworth Road to nearest Avenue at 1.4 miles
- **The shortest route is via Nancy Road at 1.1 miles**

Via Nancy Road



The US EPA advises Unhealthy Air Exists within 300 feet of a freeway



Office of Transportation and Air Quality
EPA-420-F-14-044
August 2014

With more than 45 million people in the United States living, working, or attending school within 300 feet of a major road, airport or railroad there is growing concern about the health impacts of roadway traffic. Below are frequently asked questions EPA receives concerning near roadway air pollution and what EPA is doing to address this important health issue.

What are the concerns associated with living, working, or attending school near major roads?

Air pollutants from cars, trucks and other motor vehicles are found in higher concentrations near major roads. People who live, work or attend school near major roads appear to have an increased incidence and severity of health problems associated with air pollution exposures related to roadway traffic including higher rates of asthma onset and aggravation, cardiovascular disease, impaired lung development in children, pre-term and low-birthweight infants, childhood leukemia, and premature death.

Pollutants directly emitted from cars, trucks and other motor vehicles are found in higher concentrations near major roads. Examples of directly emitted pollutants include particulate matter (PM), carbon monoxide (CO), oxides of nitrogen (NO_x), and benzene, though hundreds of chemicals are emitted by motor vehicles. Motor vehicles also emit compounds that lead to the formation of other pollutants in the atmosphere, such as nitrogen dioxide (NO₂), which is found in elevated concentrations near major roads, and ozone (O₃), which forms further downwind. Beyond vehicles' tailpipe and evaporative emissions, roadway traffic also emits brake and tire debris and can throw road dust into the air. Individually and in combination, many of the pollutants found near roadways have been associated with adverse health effects.

Air Quality was not a component of Clark County Public Health Development



CLARK COUNTY WASHINGTON
PUBLIC HEALTH

clark.wa.gov

1601 E Fourth Plain Blvd, Bldg 17
PO Box 9825
Vancouver, WA 98666-8825
360.397.8000

September 18, 2023

Ginn Group LLC
502 NE 72nd St
Vancouver, WA 98665

RE: Conditional Development Review Evaluation for "19th Street Terrace" located at 11101 & 11117 SE 19th St, Vancouver, WA 98664 (SR0064003; Tax Parcels 113115000, 113116000, 113110000, & 113125000; PRJ-168925 / PIR - 83596)

**** Final Health Department approval required ****

Clark County Public Health (CCPH) completed the Development Review Evaluation for the site described above. This evaluation is limited to the area of the proposed development.

On-Site Sewage Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17):

Existing individual on-site sewage systems (OSS) is not listed on the application but there are county records indicating OSS are at the site (OON0049033 & ON0052911). A site visit on 09/07/23 did not verify evidence of an on-site sewage system but ABS pipe was seen approx. 10 feet south of the SE corner of 11101 SE 19th St near a likely septic tank. The OSS will be required to be abandoned. Any other on-site sewage system discovered during development must be properly abandoned with written notice provided to Clark County Public Health.

Please provide written notification describing the actions taken to legally abandon the systems with pumper's receipt attached. Proper system abandonment requires tank pumping by a licensed pumper, removing the tank or breaking in the tank lids, punching a hole in the bottom, and filling the cavities with rock, sand, or compacted soil. Cesspools, drywells, or pump chambers discovered during development must also be abandoned in this manner.

The proposed development must connect to an approved public sewer system. A copy of the final acceptance letter from the sanitary sewer purveyor or the equivalent must be submitted along with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17):

Existing wells are indicated on the application. There are county records indicating wells are at the site (WP0009727 & WP0009726). A site visit on 09/07/23 did discover evidence of wells. A well was observed under a water valve box immediately in front of 11101 SE 19th St. A well was observed in a concrete container approx. 50' north of the house next to the west driveway to 11117 SE 19th St. Any wells identified during development must be properly decommissioned per WAC 173-160-381 by a Washington licensed well driller with written notice provided to Clark County Public Health and the well locations marked on the final plat.

The proposed development must connect to an approved public water system. A copy of the final acceptance letter from the purveyor or the equivalent must be submitted along with the Mylar (final plat).

At Least One Half of residents exposed to unhealthy air

- The Red Line below shows the 300 foot distance from SR14
- The Project is outlined in Black



Furthermore – the prevailing wind in the area is a predominate southern wind that blows from SR14 directly towards the proposed development.

Therefore – approximately $\frac{1}{2}$ of the 115 residents would live in this development if approved, would be living in unhealthy air per the United States Protection Agency.

The study continues

People who live, work or attend school near major roads appear to have an increased incidence and severity of health problems that may be related to air pollution from roadway traffic. Health effects that have been associated with proximity to roads include asthma onset and aggravation, cardiovascular disease, reduced lung function, impaired lung development in children, pre-term and low-birthweight infants, childhood leukemia, and premature death. Other than air pollution, road noise may also play a role in the health problems associated with roadway exposure.

What is a “major road” and how close to a such a road do you have to live, work or attend school to be considered “near” it?

Research findings indicate that roadways generally influence air quality within a few hundred meters – about 500-600 feet downwind from the vicinity of heavily traveled roadways or along corridors with significant trucking traffic or rail activities. This distance will vary by location and time of day or year, prevailing meteorology, topography, nearby land use, traffic patterns, as well as the individual pollutant.

The 19th Street Terrace project borders on WA SR 14.

1. A total of 47 single family households are proposed for the 19th Street Terrace Project.
2. Presently, US Census data for Washington State indicates there are 2.53 residents per single family residence. The resulting population would then be 1,189 people in this development.

On the following page I utilized Google Earth Pro to produce a map.

3. Using the “ruler” function in Google Earth Pro I drew a red line through the development at a 300 foot setback from the northern side of the west bound lane of SR 14.

This 300 foot setback line goes thru the center of the proposed development.

Project Engineering Report Concludes Inadequate Space for Driveways and Garages

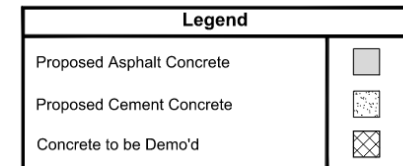
“...In our situation, the driveway spacings do not allow for reasonable placement of driveways and garages”

VMC 11.80.110(B)(1) states: “Driveways providing access to non-arterial streets must be spaced a minimum of 5 feet from the nearest property line and 10 feet from the nearest adjacent driveway, excepting when a property fronts on the bulb of a cul-de-sac. Where two driveways are permitted to provide access to a single parcel, a minimum separation of 30 feet is required between the two driveways.”

In our situation, the driveway spacing standards do not allow for reasonable placement of driveways and garages, and a modification to the code is required for this unique development. The minimum lot width is 25.5'. Vancouver Municipal Code requires the use of single car garages in Narrow Lot Development. Narrow lot development approval criteria states adequate guest parking be provided, requiring 1 guest parking space per 3 narrow lots. The proposed design provides a single car garage and an 18' driveway to provide two additional parking spaces for each unit. The wide driveways are crucial, as there is little room for street parking with this development, regardless of a 10' driveway or an 18' driveway. The proposed design of an 18' driveway leaves 7.5' between driveways. If driveways were placed 5' from the property line, the applicant would not be able to utilize the zero lot line development standards, unless housing was changed to attached dwelling types with shared driveways. In addition, placing driveways only 1.5' from the nearest property line provides the maximum spacing between driveways. Due to the lot width constraints, providing an 18' driveway, and the zero-lot line development, it is necessary to place the driveway only 1.5' from the nearest property line.

- i** E. *R-17: Low-Density Residential District.* The R-17 zoning district is designed to accommodate detached and attached single dwellings with or without accessory residential units at a minimum lot size of 2,000 square feet and a density of 8.8 to 21.8 units/net acre. Some civic and institutional uses are permitted as limited or conditional uses. (Ord. M-4377 § 2(a), 2022; Ord. M-3643, 2004)

46-lot Narrow Lot Subdivision | Zone Change: R-9 → R-17



19th Street Terrace Subdivision



46 lot subdivision
detached homes
~1,500sf (3br/2ba)



Concurrent Rezone Request
R-9 → R-17



7 of 8 existing Oaks retained
Oak Habitat enhancement area (0.3ac)

Tree Density 125% of VMC requirement

No natural gas

All homes include central AC



Consistent with VMC
&
City's Comprehensive
Plan

Market Rate

Housing

Recommend **APPROVAL** consistent with
Staff | Hearings Examiner Report & Recommendation
(Ordinance **A** or Ordinance **B**)

Vicinity Map



Common Destinations

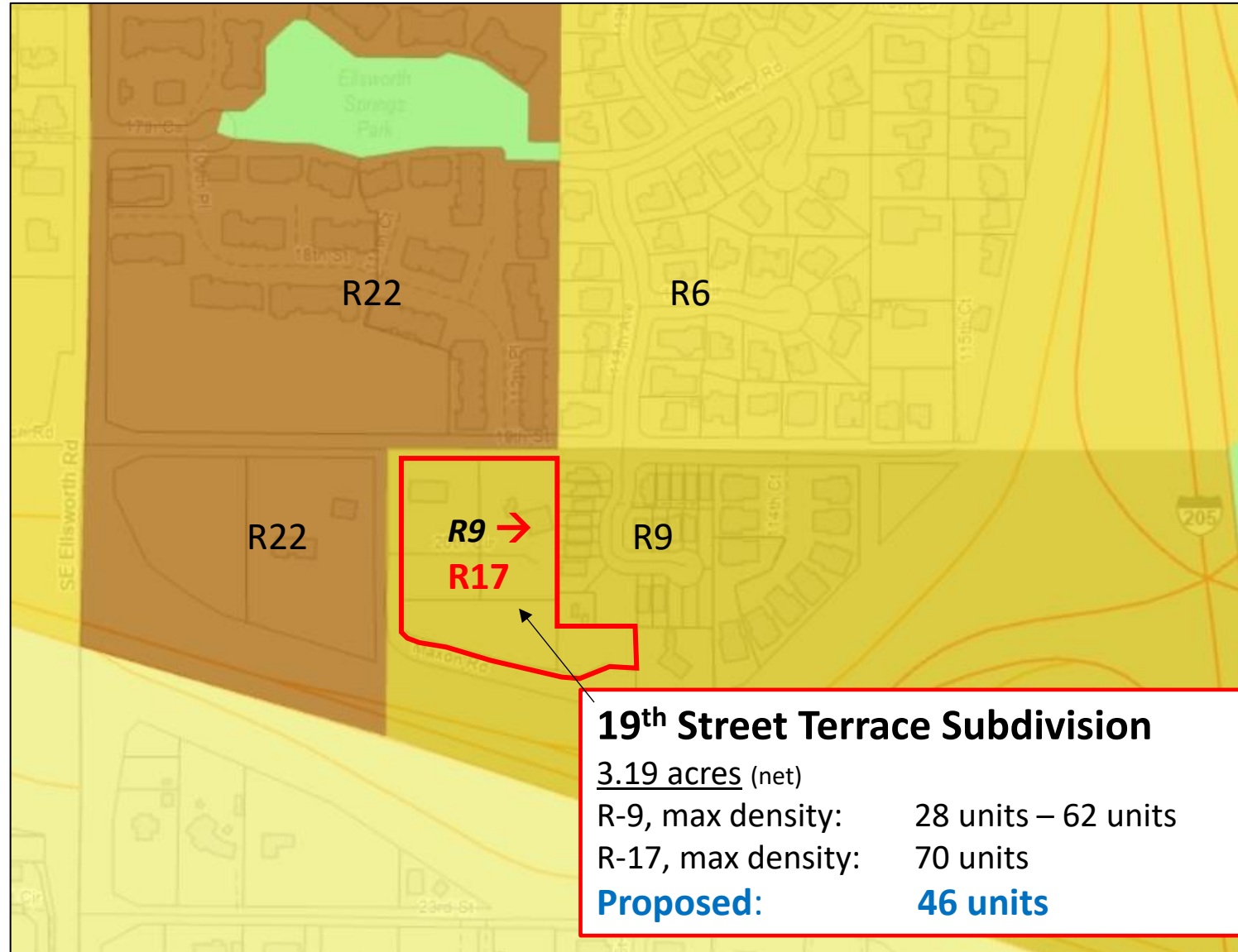


SE Ellsworth Road

- Collector/Minor Arterial
- 40mph

Zoning

Comp Plan Designation
Urban Low (UL)



Change in Circumstance | Housing Crisis

Closing the Housing Deficit

To meet growing demand and close existing deficit in 10 years, we must:

- Increase housing production to at least **2,500** new units per year.
- Including at least **750** new units per year affordable to those earning 80% AMI or less.

Housing Action Plan Workshop — 5





Title 20.410
Lower Density Residential
R-17

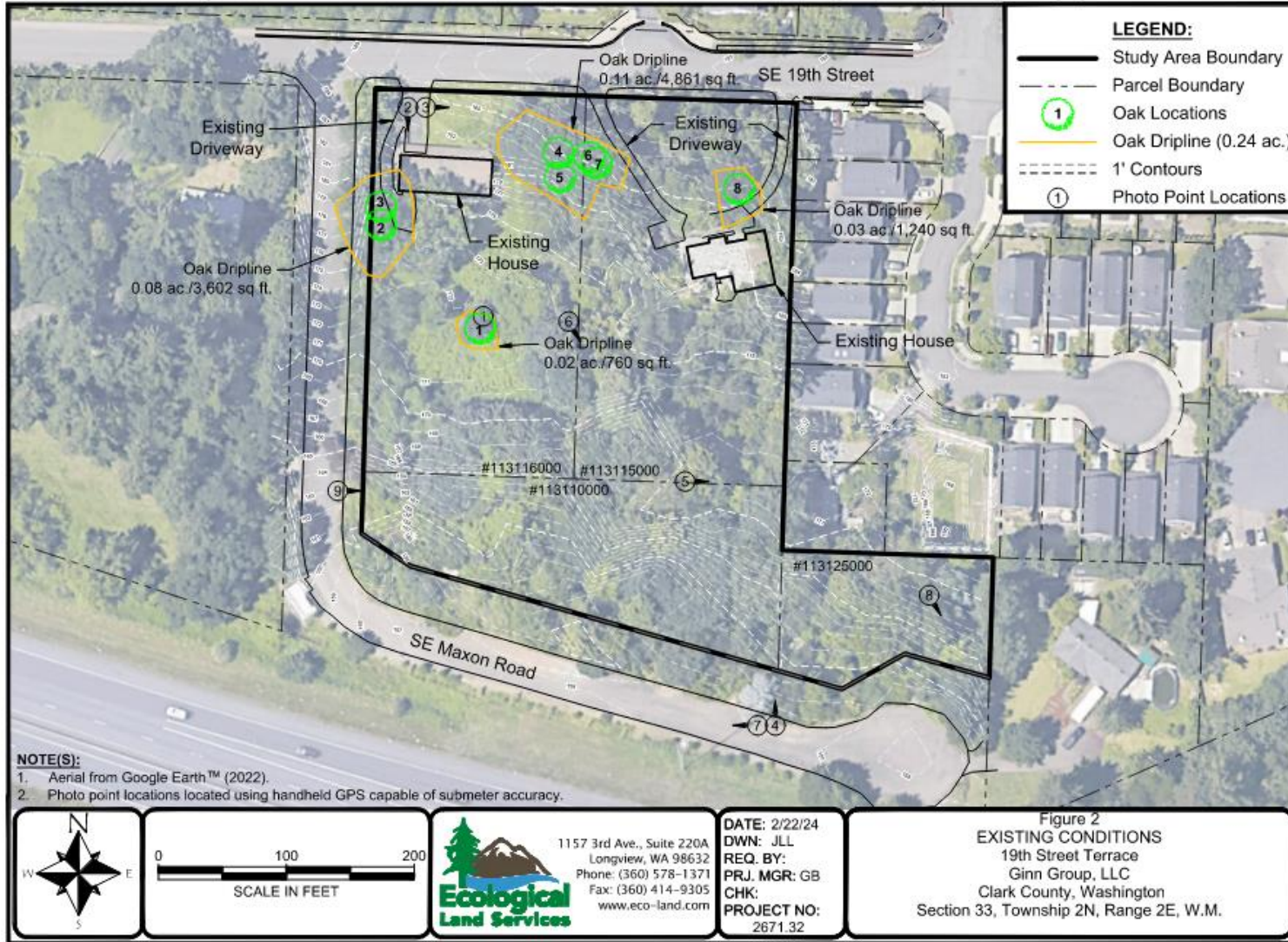


“Promote density”



Existing Conditions

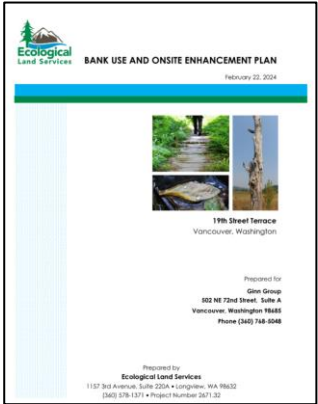
2/22/2024 3:54 PM C:\Users\righ1\Box\ELS\WA\Clark\Vancouver\2671-Ginn Development\2671.32-19th Street Terrace\2671.32-Figures CAD Only\2671.32_CAR.dwg right



Avoidance & Minimization



Oak Bank and Enhancement Plan



Approval Criteria

VMC Title 20

- Subdivision – 20.320.040
- SEPA – 20.790.630
- Narrow Lot – 20.927.030
 - Designed to eliminate conflicts on narrow lots
 - Adequate guest parking
 - Solid waste and recycling collection provided
- Text and Map Amendments – 20.285.060
 - Consistency with the applicable policies of the Vancouver Strategic Plan
 - Change in circumstance since the existing designation was established.

APPLICATION MEETS ALL CRITERIA

Conclusions

- All application requirements met
- All applicable criteria met
- All applicable requirements/standards met

Recommend **APPROVAL consistent with
Staff | Hearings Examiner Report & Recommendation
(Ordinance A or Ordinance B)**

August 19, 2024

6:00 P.M.: Council Dinner / Administrative Updates

6:30 P.M.: Regular Council Meeting

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/36699?startStreamAt=0&stopStreamAt=2561

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Stober, Councilmember Hansen, Mayor McEnerny-Ogle

Absent: Councilmember Paulsen

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried Yes: 6, No: 0, Abstaining: 0, to excuse Councilmember Paulsen. Absent from vote: Councilmember Paulsen.

Approval of Minutes

Minutes - June 3, 2024

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried Yes: 6, No: 0, Abstaining: 0, to approve the minutes of June 3, 2024. Absent from vote: Councilmember Paulsen.

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- *Kevin Lux, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled item 6 for discussion.

Motion by Councilmember Fox, seconded by Councilmember Hansen, and carried Yes: 6, No: 0, Abstaining: 0, to approve items 1-5 and 7-10 on the Consent Agenda. Absent from vote: Councilmember Paulsen.

Motion by Councilmember Fox, seconded by Councilmember Hansen, and carried Yes: 6, No: 0, Abstaining: 0, to approve item 6 on the Consent Agenda. Absent from vote: Councilmember Paulsen.

- 1. Bid Award - Water Towers 5 & 6 Coating Replacements ITB 24-37
Staff Report: 155-24**

Request: On August 19, 2024, award a construction contract for the Water Tower 5 Internal and Water Tower 6 Partial External Coating Replacements project to the lowest responsive and responsible bidder, FD Thomas, Inc. of Central Point, Oregon at their bid price of \$1,558,768.87, which includes Washington State sales tax; and authorize the City Manager, or designee, to execute the same.

Patrick Craney, Water Resource Engineer,
patrick.craney@cityofvancouver.us

Motion approved the request.

2. Piggyback Contract - Washington State contract #04616 for Purchase of Traffic Signal Equipment and Services
Staff Report: 156-24

Request: Authorize the City Manager, or designee, to approve purchases under Washington State contract #04616 for the life of the contract with CT Northwest (Kar-Gor, Inc.), and Western Systems, Inc.

Chris Christofferson, Traffic Engineering Manager,
chris.christofferson@cityofvancouver.us

Motion approved the request.

3. Award of Contract - Makers Architecture and Urban Design, LLC per RFQ #31-24 Long Range Facilities Plan
Staff Report: 157-24

Request: Authorize the City Manager, or designee, to execute the contract in the amount of \$399,949 with Makers Architecture and Urban Design, LLC to develop a Long-Range Facilities Plan and take any and all action necessary to enforce the terms thereof.

Linda Carlson, Property Management Specialist,
linda.carlson@cityofvancouver.us

Motion approved the request.

4. Interlocal Agreement - City of Vancouver and Clark County for GIS Data Sharing and Related Services
Staff Report: 158-24

Request: Authorize the City Manager, or designee, to execute the Interlocal Agreement for GIS data and services with Clark County, which will supersede prior GIS-related agreements with Clark County.

Amandeep Singh, GIS and Data Manager,
Aman.Singh@cityofvancouver.us

Motion approved the request.

5. Interagency Agreement - The City of Vancouver and the Evergreen School District to Provide Law Enforcement Services at District Events
Staff Report: 159-24

Request: Authorize the City Manager, or designee, to execute the Interagency Agreement Between the City of Vancouver and the Evergreen School District Relating to Law Enforcement Services Provided at Special Events.

Daphne Harris, Finance and Logistics Supervisor, Jeff Mori, Police Chief,
daphne.harris@cityofvancouver.us, jeff.mori@cityofvancouver.us

Motion approved the request.

6. Interagency Agreement - The City of Vancouver and Washington Traffic Safety Commission to Provide Funding for the Traffic Safety Grant Phlebotomy Program
Staff Report: 160-24

Request: Authorize the City Manager, or designee, to execute an interagency agreement with Washington Traffic Safety Commission to provide overtime reimbursement, certifications, and equipment to support the Phlebotomy Program.

Daphne Harris, Finance and Logistics Supervisor,
daphne.harris@cityofvancouver.us

Motion approved the request.

7. 2024 Washington State Criminal Justice Training Commission Wellness Grant
Staff Report: 161-24

Request: Authorize the City Manager, or designee, to approve the 2024 Washington State Criminal Justice Training Commission Wellness Grant.

Daphne Harris, Finance and Logistics Supervisor,
daphne.harris@cityofvancouver.us

Motion approved the request.

8. Resolution Establishing the Reduction of the Posted Speed Limit on SE 34th Street
Staff Report: 162-24

Request: Adopt a resolution establishing a speed limit of 30 MPH on SE 34th Street from SE 164nd Avenue to the east Vancouver city limits.

Chris Christofferson, Traffic Engineering Manager,
chris.christofferson@cityofvancouver.us

Motion adopted Resolution M-4293 to approve the request.

9. Culture, Arts and Heritage Commission Appointment

Request: Appointment of Rosalinda Mendoza to the Culture, Arts and Heritage Commission for a term beginning immediately and expiring December 31, 2026.

Council Subcommittee 1

Motion approved the request.

10. Approval of Claim Vouchers

Request: Approve claim vouchers for August 12, 2024.

Motion approved claim vouchers in the amount of \$10,096,501.00.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

11. Rezone and Critical Area Permit for 19th Street Terrace Subdivision

Staff Report: 147-24

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

Request: On Monday, August 19, 2024, following a public hearing, approve the ordinance.

Mark Person, Senior Planner, mark.person@cityofvancouver.us

Mark Person, Senior Planner, provided an overview of the Rezone and Critical Area Permit for the 19th Street Terrace Subdivision.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

There being no testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Fox, seconded by Councilmember Perez, and carried Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4454. Absent from vote: Councilmember Paulsen.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Homeless Emergency Response Update #9

Jamie Spinelli, Homeless Response Manager, discussed the Homeless Emergency Response Update #9.

Association of Washington Cities Legislative Priorities

Eric Holmes, City Manager, discussed the Association of Washington Cities Legislative Priorities.

Adjournment

7:11 p.m.

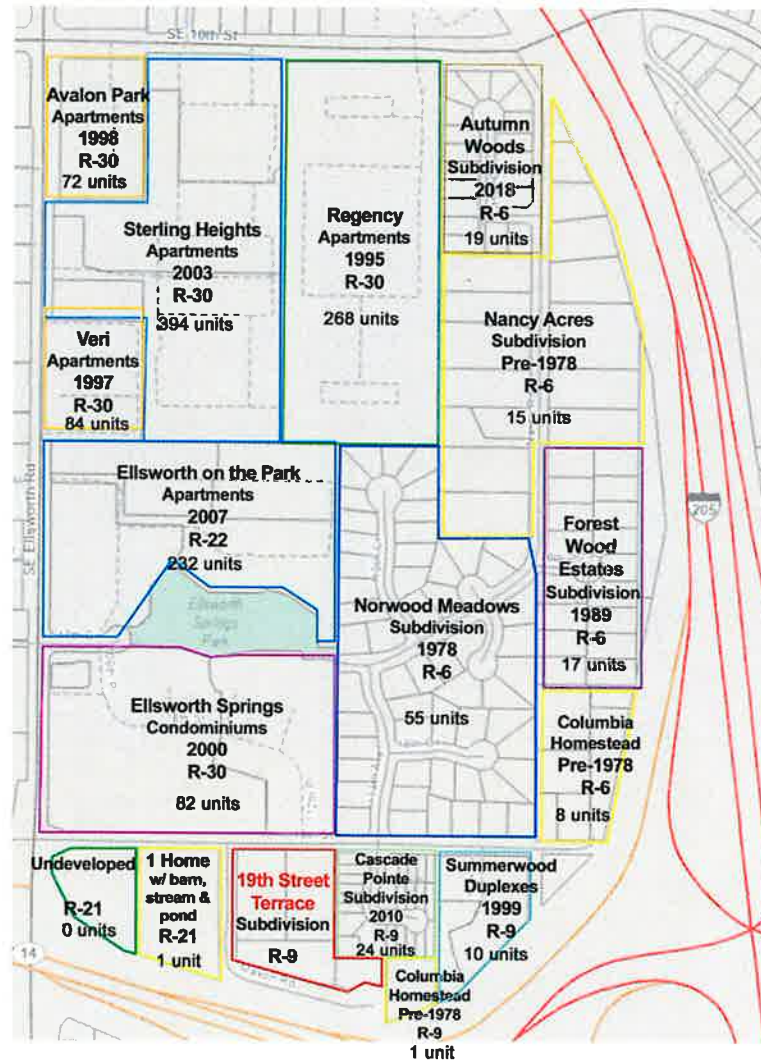
Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

SE Ellsworth Springs Neighborhood



8/10/24

Neighborhood Profile

Current Housing

- 1060 Multi-unit dwellings 80%
- 220 Single family homes 20%

19th Street Terrace Subdivision

- R9 Approx. 24 lots for single family
- R17 Proposed 46 lots for narrow lot single family

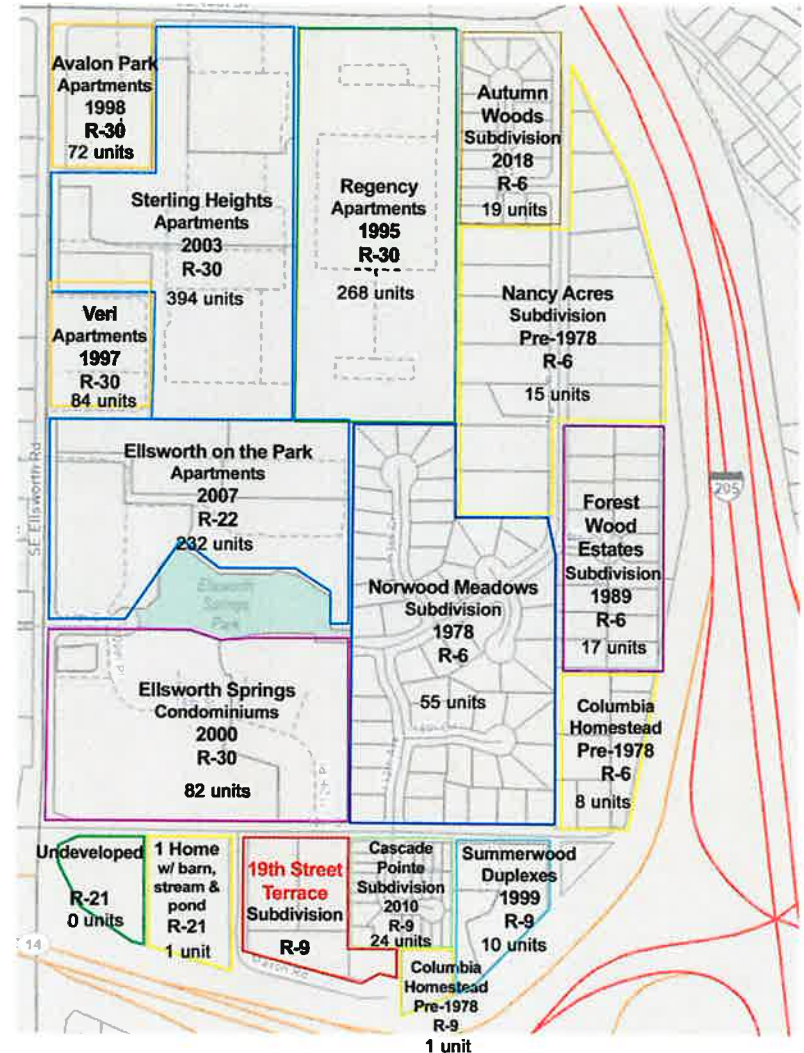
SE Ellsworth Springs Profile

Current Housing (~120 acres)

- 1060 Multi-unit dwellings 80%
- 220 Single family homes 20%

19th Street Terrace Subdivision (3.4 acres)

- R9 Approx. 24 lots for single family
- R17 Proposed 46 lots for narrow lot single family



8/10/24

Staff Report: 203-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Contract Award - Ambulance Services Agreement between City of Vancouver and American Medical Response Northwest, Inc. for Ambulance Services Beginning January 1, 2025 - C-101766

Key Points

- The City's current ambulance services agreement with American Medical Response Northwest, Inc. ("AMR"), effective since January 1, 2015, terminates on December 31, 2024.
- In July 2023, the City engaged Fitch & Associates, LLC ("Fitch") to conduct an emergency medical services ("EMS") system assessment and to advise on procurement design for ambulance services ("Services").
- In March 2024, the City requested proposals for the Services beginning January 1, 2025.
- AMR was the successful bidder for the Services.
- The Agreement for the Services has an initial term of five years, effective January 1, 2025. City Council may extend the Agreement for a total term of up to ten years.
- Emergency Medical Services District #2 ("EMSD2") will receive Services during the first year of the Agreement term through an interlocal agreement between the City and EMSD2. Staff will request that City Council approve the interlocal agreement before the end of 2024.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The City's current ambulance services agreement with AMR, effective since January 1, 2015, terminates on December 31, 2024. AMR serves the City, Fire District 5 (through a cooperative fire services agreement) and the EMSD2 service area under this Agreement (pursuant to a separate interlocal agreement between the City and EMSD2). After engaging with Fitch on an EMS assessment and ambulance services procurement design, the City released a request for proposals on March 6, 2024 (RFP #11-24) for ambulance services beginning January 1, 2025. The City selected AMR as the Services provider. In May 2024, following its determination that the level of complexity introduced by its rapid growth and urbanization would require the City to focus all its attention on providing the highest possible level of emergency medical services to City of Vancouver residents and Fire District 5 residents, the City sent a letter to EMSD2 to offer three options for the provision of ambulance services to EMSD2 after December 31, 2024. EMSD2 responded on June 7, 2024, opting to continue receiving ambulance services under the Agreement from January 1, 2025, through December 31, 2025. The City and EMSD2 are separately negotiating an interlocal agreement addressing the parties' respective obligations related to the Agreement. The Agreement contains an EMSD2 Appendix that terminates after December 31, 2025, at which point AMR will provide the Services solely to the City and Fire District 5.

Advantage(s)

1. Continued performance-based Services with no reduction in response times.
2. Continued high-performing EMS system with a reliable, responsive provider that values the community.
3. Ability to more specifically address complex emergency services challenges related to the City's ongoing rapid growth and urbanization.

Challenge(s)

None

Budget Impact

AMR will pay the City an annual fee for Agreement administration during the term of the Agreement; the fee in the first year is \$650,000. The annual fee for Agreement administration is used to pay for dispatch services, medical direction and contract administration. Beginning in the second year of the term of the Agreement, the City will pay AMR a readiness fee in the amount of \$1,001,349. The readiness fee is necessary because the cost of providing Services is not fully covered by the revenues generated through fees paid by the users of the system. Both fees may increase annually based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue).

Prior Council Review

City Council has not previously reviewed the Agreement. However, Chief Blue and Fitch provided an EMS system assessment & ambulance service contract update during a City Council Workshop on November 13, 2023.

Action Requested

Authorize the City Manager, or designee, to approve the Ambulance Services Agreement between the City and AMR for the provision of the Services with an initial term of January 1, 2025, through December 31, 2029, and any Agreement amendments in compliance with the Vancouver Municipal Code.

Staff Contact

Brennan Blue, Fire Chief, Natasha Ramras, Chief Financial Officer,
brennan.blue@cityofvancouver.us, natasha.ramras@cityofvancouver.us

Attachments:

1. Ambulance Contract - Final Combined



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101766**

This Services Agreement (the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (the "City") and American Medical Response Northwest, Inc., a Delaware corporation (the "Contractor"). The City and Contractor may be collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, as an exercise of its police powers, the City has declared it is in the public interest, for the protection of the health, safety, and welfare of the residents of the City and its environs to provide the highest level of sustainable, reliable, and flexible emergency medical services that are reasonably possible throughout the term of this Agreement; and

WHEREAS, the City desires to engage the CONTRACTOR to provide the services set forth in this Agreement and other related services on an as-needed basis. CONTRACTOR has agreed to perform the professional services pursuant to the City-issued Request for Proposal No. 11-24 (“RFP”), CONTRACTOR's proposal to the RFP, and City Council's approval of Staff Report No. ###-## on Date; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the Work, as defined in the Agreement, in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties agree as follows:

ARTICLE 1

GENERAL PROVISIONS

1. Definitions:

"Advanced Life Support" or "ALS" - Invasive medical services requiring advanced emergency medical assessment and treatment skills as defined by Chapter 18.71 RCW.

"Advanced Life Support Ambulance" or "ALS Ambulance" - Any ambulance staffed with two staff members that is capable of delivering ALS level services. One of those staff members must be licensed and certified to practice as a Paramedic in Washington State and Clark County. The other staff member must be certified to practice as an Emergency Medical Technician ("EMT") or a Paramedic in Washington State and Clark County. EMT and Paramedic are defined below.

"Applicable Law" means all federal, state, and local laws, rules, and regulations applicable to Contractor or City in the performance or receipt of the Services.

"Basic Life Support" or "BLS" - Noninvasive medical services requiring basic medical treatment skills as defined by Chapter 18.73 RCW.

"Basic Life Support Ambulance" or "BLS Ambulance" - Any vehicle licensed as a BLS transport ambulance that meets all staffing and other requirements of a BLS ambulance.

"Base Rate" - The total rate minus mileage as stated in Appendix B.

"Consumer Price Index" or "CPI" - The Consumer Price Index for All Urban Consumers (CPI-U) Seattle/Tacoma/Bellevue as maintained by the United States Department of Labor.

"Contract Administrator" – The City of Vancouver Chief Financial Officer is the Contract Administrator. The Contract Administrator oversees full compliance of all contractual provisions, is a signatory on all contractual documents and makes the final determination on any disputed items. All references to the Contract Administrator also includes the City Manager.

"Contracted Service Area" or "CSA" - The combined geographic area within the City; and within the portion of unincorporated Clark County that includes Fire District 5, as shown on Appendix D - "CSA - Map" attached and incorporated by reference.

"County" - Clark County, Washington.

"Emergency Ambulance" is defined as a transport capable ambulance that responds to requests for emergency medical services and that is staffed with at least one Paramedic and one EMT or two EMTs.

"Emergency Medical Services" or "EMS" - Medical treatment and care rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.

"EMS Program Analyst" - The City Project Fire Management Analyst for the terms of this Agreement, or their designee. The EMS Program Analyst provides analysis and data included in Contractor's reporting, billing, and audit requirements.

"Emergency Medical Technician" or "EMT" - A person who is authorized to render emergency medical care pursuant to RCW 18.73.081 under the responsible supervision and direction of an approved medical program director, which may include participating in an emergency services supervisory organization or a community assistance referral and education services program established under RCW 35.21.930, or providing collaborative medical care if the participation or provision of collaborative medical care does not exceed the participant's training and certification.

"Emergency Response Zone" or "ERZ" - A zone that is designated as high-call density ("A" or urban) or low-call density ("B" or suburban). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response.

"First Responder" - A person who is authorized to render emergency medical care as defined by Chapter 18.73 RCW.

"IDLH" - Immediately dangerous to life and health.

"Incident Commander" or "IC" - The applicable emergency services incident commander.

"Mileage Charge" or "MC" - The maximum amount charged per mile for the transport of patients originating within the Contracted Service Area.

"Medical Call-Taker" or "Emergency Medical Dispatcher" - A person in the employ of or acting under the control of a private or public agency who receives calls requesting Emergency Medical Services and administers emergency medical dispatch protocols approved by the Medical Program Director.

"Medical Program Director" or "Director" or "MPD" - The Medical Program Director for Clark County certified by the Secretary of the Department of Health pursuant to chapter 18.71 RCW.

"Minor Breach" - A determination by the Contract Administrator that Contractor has failed to perform in accordance with the provisions of the Agreement, other than a default or breach as set forth in Table 1 (Response Times), as stated in Appendix B or applicable local, state, or federal law. The City may impose liquidated damages for minor breaches as stated in Appendix B.

"Monthly Compliance Report Due Date" - The 15th day of any month, unless otherwise specified in writing.

"Operations Manager" - The assigned COV Fire Chief, or their designee. The Operations Manager oversees all operational aspects of this Agreement.

"Paramedic" - means a person who has been trained in an approved program to perform all phases of prehospital emergency medical care, including advanced life support, under written or oral authorization of an MPD or approved physician delegate, examined and certified by the secretary under chapter 18.71 RCW pursuant to WAC 246-976-010.

"Patient" - Any person who is injured, sick, incapacitated, or otherwise defined by the Medical Program Director, and requires medical treatment and emergency medical services care.

Non 9-1-1 ("Routine") - A 7-digit medical request that does not meet the Medical Program Director's 9-1-1 transfer protocols.

"System Standard of Care" or "Standard of Care" - The combined compilation of all standards for prehospital medical care including but not limited to priority dispatching protocols; pre-arrival instruction protocols; medical protocols (i.e. first responders and ambulances); protocols for selecting destination hospitals; standards for certification of prehospital care personnel (i.e. medical call-takers, first responders, EMTs, and on-line medical control physicians); standards for permits (i.e. ambulances, first responder units, helicopter rescue units, and special use mobile intensive care services); response time standards; standards governing on-board medical equipment and supplies; and standards for licensure of ambulance services and first responder agencies. The Standard of Care serves as both a regulatory and contractual standard of care and performance.

"System Status level Zero" - No ambulance is currently available for emergency response.

"Time Call Received" - The moment at which the control center first obtains the first two pieces of information (i.e. the patient location and Medical Priority Dispatch System "MPDS" Determinant/Response) from the caller and/or Clark Regional Emergency Services Agency ("CRESA") 9-1-1 and enters that information into the Computer Aided Dispatch (CAD"). For scheduled responses "scheduled pick-up time" means "time call received" for the response time calculation.

2. **Scope of Work:** The Contractor shall provide the City all services and materials set forth below, and as further described in the City's RFP, and the Contractor's responsive proposal to the City's RFP, (collectively, the "Work" or the "Services"). The RFP and Contractor's responsive proposal to the RFP form part of this Agreement and in the event of a conflict between them will be interpreted in accordance with the Order of Precedence.

All Work must be authorized and approved by the City's Project Manager before any Work can begin. The Contractor shall approach the Work in a manner consistent with its usual customary

business practices in compliance with this Agreement and Applicable Law. Contractor shall actively seek collaborative input from applicable City staff.

3. Exclusive Emergency Service Provider in the CSA: The Contractor shall be the exclusive Emergency Ambulance provider authorized by the City in the awarded CSA to provide ground ambulance services. All requests for EMS originating in the City processed through the 9-1-1 facilities will be referred to the Contractor or its subcontractor. The Parties will agree in a written amendment to add ALS and BLS transport service to any areas that become the responsibility of the City through annexation, consolidation, or other agreement during the Term of the Agreement.

4. Term of Agreement: The term of this Agreement shall commence at 12:01 a.m. on January 1, 2025, and continue until December 31, 2029. Unless directed otherwise by the City in writing, Contractor shall perform the Work in accordance with any schedules made a part of this Agreement.

If Contractor is deemed to be substantially in compliance with the specifications defined in Agreement in the City's sole discretion, the City may, after seeking a recommendation from the City Council, grant a renewal term of the Agreement for up to five additional years, not to exceed a total term of ten years. Following approval from City Council, the City shall make the offer of extension by formal written notice to the Contractor at least eighteen months prior to the scheduled end of the term of the Agreement, which Contractor will accept or reject within thirty days. If City Council does not grant approval to renew the Agreement, City will notify Contractor within fifteen days of City Council's decision.

ARTICLE 2

CONTRACTOR'S FUNCTIONAL RESPONSIBILITY

Contractor shall provide Emergency Ambulance services, as requested by the City's designated public safety dispatch center (CRESA), in the area described. Contractor shall perform the Services in compliance with the Agreement and law pursuant to Article 12.7. Contractor shall solely determine the laws, rules, and regulations that apply to the Services. Contractor shall work cooperatively with the Contract Administrator in performing the Services.

1. Basic Services - In consideration of the City's referral to Contractor of Ambulance Service requests originating in the CSA and other good and valuable consideration, Contractor shall perform the following Services to the full satisfaction of the City:

- a. Contractor shall provide continuous, around-the-clock, Emergency Ambulance services for all residents and other persons physically present in the CSA, without interruption

throughout the term of the Agreement, at the ALS or BLS level. To ensure Contractor can access properties in certain gated communities at any time, City will provide a copy of the Vancouver Fire Department Master Key (see VMC 16.04.136) on all Contractor ambulances.

- b. Contractor shall provide Emergency Ambulance services without regard to the patient's ability to pay and without regard to race, color, creed, national origin, citizenship or immigration status, sex (including pregnancy, sexual orientation, gender, and gender expression or identity), age, marital status, the presence of any sensory, mental, or physical disability, religion, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability, or as otherwise required by Applicable Law.
- c. The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.
- d. Contractor may be asked to participate in pilot or research programs that the Parties may authorize from time to time. The EMS Program Analyst may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the Parties and executed by the City Fire Chief and Contractor.

2. **Services Description** – The Contractor shall provide all Emergency Ambulance services for all residents and other persons physically present in the CSA. Such Emergency Ambulance services shall be provided at the ALS level for Priority 1-4 responses and at the EMT BLS level for Priority 5-6 responses.

The Contractor shall be the sole Emergency Ambulance provider authorized by the City to provide ground ambulance services in the awarded CSA covered under the RFP. All requests for EMS originating in the City processed through CRESA 9-1-1 will be referred to Contractor or its subcontractor. Contractor may subcontract services only as provided in the Agreement with prior written approval via the City contract amendment process as set forth in the Agreement.

If the Contractor receives a 7-digit request for service, and during the approved triage process the event is determined to have a medical acuity of Priority 1-6:

- a. If the responding fire agency normally responds to this level of event, the Contractor shall immediately forward the event to CRESA 9-1-1 and respond as required by the Agreement.

- b. If the responding fire agency does not respond to this level of event, the Contractor shall respond as required by the Agreement.
- c. Any 7-digit request for service received by the Contractor with an acuity of Priority 1-6, is considered as a "Calls originating from 9-1-1" as noted above.

If a qualified medical provider uses the Contractor's 7-digit number to request service and directs an immediate response, the Contractor shall respond as if the event was triaged with acuity of Priority 1-6 and according to the direction of the qualified medical provider.

ARTICLE 3 CLINICAL

The City's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in those sources.

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced, and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.

The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data is frequently difficult. For these reasons, EMS systems typically use process measures and process improvement to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

Contractor shall fulfill any metric established by the Medical Program Director (MPD) office, in conjunction with the Contractor which may include metrics for stroke, STEMI, ACS, cardiac arrest, trauma, Washington State KPIs, and National EMS Quality Alliance ("NEMSQA") guidelines. Failure to comply with the MPD to meet these metrics may result in Contractor's breach under the Agreement. The City anticipates that the MPD office, in conjunction with the Contractor will develop specific clinical metrics in the future.

1. Medical Oversight - The Medical Program Director (MPD) provides medical oversight for all county participants in the EMS System. MPD duties are required by statute RCW 18.71.212 and are described in WAC 246-976-920.

a. Medical Protocols - Contractor shall comply with medical protocols and administrative policies established by the City, as well as other requirements and standards established by the MPD and the State of Washington.

Contractor shall document compliance with system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).

MPD may review and update medical protocols on a periodic basis with input from system participants.

b. Direct Interaction with Medical Control – Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's MPD, base hospital physicians and the City's clinical oversight staff on all issues related to patient care. Contractor will conduct all interactions in a timely manner.

c. Medical Review/Audits - Contractor is required to participate in MPD's continuous quality improvement (CQI) process. The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines and to continually improve patient care and system performance. Evaluation of a random sampling of patient contacts provides a measure of the clinical care Contractor provides and enables MPD to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. Contractor shall participate in continuous review of identified key performance indicators, focused review of specific clinical topics, and random sampling as directed by MPD. Contractor shall comply with the MPD audit/review process and initiate process measurement, and improvement activities based on the results of the audit/review immediately following receipt of results of any audit or review.

As part of CQI processes or incident investigation, MPD may require that Contractor personnel attend a medical audit. Contractor personnel, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but shall maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the MPD.

d. Patient Surveys – Contractor shall conduct patient satisfaction surveys at random on at least ten percent of all patients transported in a given year of the Agreement. Contractor shall evenly space surveys throughout the year and shall provide summaries to the EMS Program Analyst quarterly. Contractors shall provide an annual summary report within thirty days of the end of each year of the Agreement.

2. Minimum Clinical Levels and Staffing Requirements

a. Organizational Staffing - Contractor shall have sufficient dispatchers, drivers, supervisors, support staff, (EMTs) and Paramedics to comply with the terms of this Agreement. Personnel shall wear uniforms at all times. Uniforms shall exhibit a professional appearance at all times, and reflect the trust and integrity required for Contractor to provide the services under this Agreement.

b. Field Supervision – Contractor shall provide twenty-four-hours a day on-duty supervisory coverage within the CSA, with one field supervisor for each shift. Contractor shall appoint a field supervisor who is clinically and administratively experienced and a competent Paramedic with prior teaching/training experience and who will: interface daily/brief with the City of Vancouver Fire Battalion Chiefs; have a dedicated vehicle to respond on all high profile calls; lead, inspire and recognize quality performance; teach and reinforce clinical policies and procedures; serve as a critical resource; coordinate clinical documentation and data collection; and assist with in-house Continuing Medical Education and Quality Improvement Programs requested by City or MPD.

Contractor will authorize the field supervisor to act on its behalf in the management of day-to-day operational matters. Contractor will ensure field supervisor is capable of this level of operational management.

Contractor will ensure field supervisory staff have completed and passed FEMA ICS 100, 200, 300 & 400, NIMS 700 & 800 courses.

c. Ambulance Staffing Requirements - Contractor shall furnish at least one Paramedic, and one EMT (or higher-level certification) per ALS ambulance throughout the term of the Agreement. The Contractor shall furnish at least two EMTs (or personnel with higher-level certification) per BLS ambulance throughout the term of the Agreement.

d. Personnel Licensure and Certification and Training Requirements - Contractor shall ensure its personnel are licensed, accredited, and credentialed, as required by Applicable Law to practice in Washington State and Clark County under the MPD's requirements before providing emergency medical response under the Agreement.

In addition, each Contractor Paramedic (EMT-P) shall obtain and maintain certification or licensing as follows:

- Any vehicle operator or driver shall possess such special class licenses and endorsements as are required, or may become required, for ambulances by the Washington State Department of Licensing or the personnel's state of residence,
- American Heart Association or Red Cross CPR (one and two person, FBAO infant, child, and adult conscious and unconscious, plus AED) or MPD approved program,
- Advanced Cardiac Life Support (ACLS) or MPD approved program,
- Handtevy pediatrics training or MPD approved pediatric program, and
- Pre-hospital Trauma Life Support (PHTLS) or the advanced level of International Trauma Life Support (ITLS) or MPD approved program.

In addition, each Contractor EMT or Advanced EMT (AEMT) will obtain and maintain certification or licensing as follows:

- Any vehicle operator or driver shall possess such special class licenses and endorsements as are required, or may become required, for ambulance by the Washington State Department of Licensing or the personnel's state of residence,
- American Heart Association (Heart Code BLS) or Red Cross (BLS CPR) or MPD approved program.

In addition, the Contractor shall commit to lead and non-lead personnel being trained in Weapons of Mass Destruction Awareness. Finally, each lead technician shall be certified in ICS 100 and 200, and each non-lead technician shall be certified in ICS 100. Contractor shall ensure all certifications or training are complete within three months of the first day that Services are provided or of employment.

Contractor shall maintain copies of current and valid licenses and/or certifications of all emergency medical Personnel performing Services under this Agreement and provide copies to the EMS Program Analyst immediately upon request. In addition, Contractor shall provide the EMS Program Analyst with an executed Affidavit of Compliance to this effect annually within thirty days of the end of each year of the Agreement.

3. Additional Training Required; Method Required – In addition to required certification and training pursuant to Section two of the Agreement, Contractor shall train its personnel as follows and will provide web-based training via a platform or other resource ensuring the timely training of all personnel.

a. Required Trauma Training – Contractor shall staff each ALS ambulance with a minimum of one Paramedic certified in Prehospital Trauma Life Support (PHTLS), or the

advanced level of International Trauma Life Support (ITLS) or MPD approved program. Contractor shall maintain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified Paramedics performing Services under this Agreement.

Contractor shall ensure its Paramedics obtain certification in PHTLS, or the advanced level of ITLS or MPD approved program, within three months of hire or execution of this Agreement.

- b. Company and EMS System Orientation and On-Going Preparedness** – Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the City and in applicable surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.
- c. Preparation for Multi-casualty Incident and Active Threat Events** – Contractor shall train all ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics in their respective roles and responsibilities under the Clark County EMS MCI protocol and prepare them to function in the medical portion of the City's Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.
- d. Assaultive Behavior Management Training** – Contractor shall provide ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult incidents on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.
- e. Driver Training** – Contractor shall maintain an on-going driver-training program for ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics. Contract Administrator may review and approve the program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on personnel performance reviews and compensation, etc.) upon execution of the Agreement and annually. Contractor will ensure personnel are trained and proficient in driver training skills upon hiring and require an

annual training refresher and skill confirmation. Additionally, Contractor shall ensure each driver is knowledgeable of the CSA geographic area and is able to read maps prior to driving any ambulance units.

- f. Infection Control** – Contractor shall create an operational framework focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.). Contractor shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure. Contractor shall maintain a documented biological pandemic response plan that is approved by the MPD.
- g. Critical Incident Stress Management and Peer Support** – Contractor shall establish a repetitive stress and critical incident stress action plan along with a peer support program, which must include an ongoing stress reduction program for Contractor personnel and access to trained, experienced, and culturally competent professional counselors. Contractor shall submit plans for these programs to the EMS Program Analyst for approval.
- h. Homeland Security** – Contractor and its personnel shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the City for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.
- i. Medical Confidentiality Compliance** – Contractor shall provide initial and ongoing training for all personnel regarding compliance with Ch. 70.02 RCW, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the current rules and regulations enacted by the U.S. Department of Health and Human Services.
- j. OIG Compliance** – Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the Office of Inspector General (OIG), U.S. Department of Health and Human Services Compliance Program Guidance for Ambulance Suppliers. This training is one component of the Compliance Plan required of the Contractor.
- k. City – Vancouver Fire Department (VFD) Orientation (all, and new hire)** - Contractor shall require its personnel to attend a one-time, 2-hour orientation to the City and VFD. Following execution of the Agreement VFD will provide a facility, instruction, and a recording at its cost. Contractor shall pay any Contractor personnel wages that accrue during this orientation. VFD will provide a recorded orientation training for later hired personnel to view.

City shall provide Contractor with all written Standard Operating Procedures ("SOPs") pertaining to this Agreement on or before December 1, 2024. Upon receipt, Contractor

shall copy and provide all personnel with a bound and electronic copy of the SOPs. Contractor shall require all personnel to sign an acknowledgement indicating they have read the SOPs, understand their provisions, or agree to seek clarification, and agree to follow them.

- l. City Annual Refresher** - Contractor shall require its personnel to attend an annual, 2-hour refresher orientation to the City and VFD. The refresher training will focus on crew resource management and joint policy review. VFD will provide a facility and instruction at its cost Contractor shall pay any Contractor personnel wages that accrue during this training.
 - m. Mass Casualty Incident (MCI) and Active Threat Drills-Exercise** - Contractor shall participate in annual, MCI and Active Threat drills.
 - n. Incident Command System (ICS)** – Within thirty days of the Effective Date of this Agreement, Contractor shall provide the EMS Program Analyst with written proof that all Contractor personnel have successfully completed IS700. Contractor shall conduct such ongoing training so as to maintain proficiency for all Contractor personnel. Contractor agrees to allow the City to participate in annual ICS trainings with Contractor’s applicable personnel.
 - o. Hazardous Materials Training** - Within thirty days of the Effective Date of this Agreement, Contractor shall provide the EMS Program Analyst with written proof that all Contractor personnel working in the field are trained to the minimum requirements for federal hazardous materials laws, 29 CFR 1910 Subpart H. Contractor shall conduct ongoing training as necessary to maintain proficiency for all Contractor operations personnel.
 - p. Preceptor programs** – Contractor and the City shall participate in and assist each other in normal prehospital Paramedic preceptor programs.
- 4. Low Acuity Call Screening (Nurse Navigation Program).** Contractor will provide personnel for its Nurse Navigation Program. Where referred by CRESA 9-1-1, subject to MPD protocols, these personnel will direct persons with low acuity complaints to alternative care when medically appropriate.
- 5. Equipment and Supplies** - Contractor shall provide all equipment and supplies currently required by the current Standard of Care. If the Standard of Care changes, Contractor will promptly update its equipment and supplies to conform to the updated standard.

Contractor shall ensure its medical equipment is interoperable and compatible with existing equipment of the City, as managed by VFD. City may consider exceptions in its discretion and in compliance with Applicable Law.

Contractor shall provide specific bariatric equipment (e.g. power-lift gurneys, a bariatric ambulance, transfer tarps, etc.) and personnel training in lifting techniques to reduce the incidence of on-the-job injuries due to lifting patients.

6. Clinical Innovation and Pilot Programs - Contractor shall routinely work with the City to identify data-driven service innovations and pilot programs to elevate the level of clinical care. These innovations may include:

- a. Telemedicine** - Working with the City and a Nurse Practitioner (NP) / Physician's Assistant (PA), patients can be seen in their homes. With the assistance of the NP/PA, Paramedics can treat patients in their homes and consult via mobile devices with the practitioner.
- b. Expanded Scope Paramedics** - "Expanded Scope Paramedics" refers to Paramedics who go beyond the traditional focus of emergency response. They may take on additional duties and responsibilities, providing a wider range of healthcare services in both emergency and non-emergency settings. This could include such things as administering more complex medications, perform advanced procedures, and assisting in managing chronic conditions by engaging in preventative care, public health education, and home visits to manage or monitor high-risk patients.
- c. Alternate Destination Transport** - There are now alternate destinations that patients can be transported to instead of the ER based on clinical diagnoses. Some of these destinations can include behavioral health facilities, detox centers, or urgent cares for Non 9-1-1 ("Routine") or non-emergency injury or illnesses.
- d. Have the ability to coordinate and/or provide non-emergent alternative transportation (i.e., Lyft)** - During a pilot phase that City and the Contractor agree on, Contractor will not be required to adhere to performance standards if the program is not successful.

7. Participation In System Development and Future System Enhancements – The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Contractor shall actively participate in regional EMS activities and work groups. Contractor shall participate and assist in the development of system changes subject to negotiated costs, if any.

During the term of the Agreement, the Contractor shall participate in studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at-risk and mental health patient populations.

Preventative services and alternative solutions include but are not limited to communications center nurse navigation systems, clinical computerized decision support systems, community Paramedic programs, alternative destination procedures, treat no transport protocols and field telehealth use. All services, solutions and programs shall be medically guided, approved by the City, and shall have a comprehensive evaluation process to assess patient outcomes to ensure personnel and patient safety. Any solution requiring communications center systems if implemented, shall use EMD protocols and shall be approved by the City.

- 8. Community Health Status Improvement Initiatives** - The Contractor will take significant steps to improve injury prevention and system access through community education programs provided to the school system and community groups. It is the City's expectation that the Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

Contractor shall annually undertake at least one significant project that demonstrably improves the health status of the community.

Health status improvement programs targeted to "at risk populations" may include but are not limited to seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 9-1-1 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety/fall prevention program, home hazard inspection program.

ARTICLE 4 OPERATIONS

- 1.** The operations performance specifications set forth in Article 4 of this Agreement encourage continuous improvements to the level of service provided in the City and clarifies Contractor expectations and accountability. The following provisions define the expectations, core requirements, and activities required of the Contractor.
 - a. Emergency Response Zones** - The Emergency Response Zones (ERZ) are defined by ambulance call density. The two zones that comprise the CSA are distinguished by response times and each zone is applied to multiple areas of the City, which may not be contiguous. The zones are designated as high call density (A) and low call density (B). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response. These areas are described on the map set forth in Appendix D.

- b. All Emergency Calls.** Contractor shall be the exclusive ambulance services provider and respond to all emergency medical calls received through the 9-1-1 system in the CSA as well as those emergency calls received through means other than 9-1-1.
- c. Non 9-1-1 (“Routine”) Calls** – Contractor may respond to ALS and BLS Non-9-1-1 (“Routine”) within the CSA. Contractor will not go below threshold level 2 for Non-9-1-1 (“Routine”) transports.
- d. Primary Response to Isolated Peripheral Areas of the CSA** - While the Contractor shall respond to all 9-1-1 calls originating in the City, there are areas on the periphery where the nearest ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, the City will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction. City agrees mutual aid responses will not be counted for response time compliance.
- e. Substantial Liquidated Damages for Failure to Respond** - Contractor shall deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches to meet the performance requirements in this Agreement. If Contractor "Fails to Respond" with an ambulance to an emergency medical call within sixty minutes of notification from the PSAP, the City will assess liquidated damages as stated in Appendix B. These are rare and isolated events that may never occur and should not be confused with late or outlier responses. Examples of "Failure to Respond" include the: 1) Failure of dispatch to notify a crew to respond to a request for ambulance services; 2) Failure of a crew to respond to a request from dispatch; and 3) Diversion of an ambulance crew to another call without reassigning and sending an ambulance to the initial request.

2. Transport Requirement and Limitations - Contractor shall respond to all emergency medical requests in the CSA and provide ambulance transport if medically indicated in accordance with established protocols, subject to (a)(b) below.

- a. Destinations** – Contractor shall transport patients from all areas of the CSA, in accordance with the MPD’s Destination Protocols.
- b. Prohibition against Influencing Destination Decisions** – Contractor and its personnel shall not influence or attempt to influence a patient’s destination selection. If a patient requests a destination other than Contractor's intended destination, the request must be honored except where the patient's health may be jeopardized by potential delay or a specific MPD Destination Protocol dictates otherwise.

3. Response Time Performance Requirements - “Response Times,” as defined below in Response Time Measurement Methodology, are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the City will not limit the Contractor’s flexibility in the methods of providing ambulance service. This choice is based upon the Contractor’s commitment to conform to the Response Time standards set forth below (the “Response Time Standards”). Therefore, an error on the Contractor’s part in one phase of its operation (e.g., ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor’s performance in another phase of its operation (e.g., clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of the Contractor’s total operation and therefore, is solely the Contractor’s responsibility. Response Times shall be measured in minutes and seconds, from the moment of “Time Call Received” until “At Scene” by the first arriving ALS or BLS ambulance. The Contractor will work with CRESA to ensure that the Contractor’s dispatch clocks are synchronized to the area PSAP.

a. Description of Call Classification – The Contractor shall meet specified Response Times Standards classified as "Time Life Priority (Priorities 1 & 2)," "Emergent (Priorities 3 & 4)," and "Non-Emergent (Priorities 5 and 6)," all as set forth in Table 1. Priorities 1 through 6 are accomplished by presumptive prioritization in accordance with the current Emergency Medical Dispatching protocols as approved by the MPD.

b. Response Time Performance Requirements - The two ERZ’s -- designated as high call density (A) and low call density (B) -- shall be used for Response Time monitoring, reporting, and compliance purposes. In addition, the calls in each ERZ will be separately measured in the layers identified in Table 1. Priorities 1 - 6 are defined based on the MPDS or as determined by the MPD. The applicable Response Time Standard performance requirements for the ERZ's are specified in Table 1. Contractor shall submit Response Time Standards breaches to the EMS Program Analyst and the Operations Manager on the monthly compliance report due date. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

i. Time Life Priority Response Priority - Priority 1 & 2 responses are defined based on the MPDS, or protocols as determined by the MPD.

The Contractor shall place an Emergency ALS Ambulance on the scene of each Time Life (Priority 1 & 2) assignment (as designated by CRESA) within the specified Response Time for that ERZ, for at least 90 percent of all Time Life (Priority 1 & 2) response requests in any calendar month of the Term.

The applicable Response Time performance requirements for the ERZ are specified in Table 1.

For every presumptively defined Time Life emergency call exceeding the Response Time Standard defined in this Agreement, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence. Contractor shall provide a report with this data to the City promptly upon request.

- ii. **Emergent Response** - Priority 3 & 4 responses are defined based on the MPDS, or protocols as determined by the MPD.

The Contractor shall place an Emergency ALS Ambulance on the scene of each Emergent (Priority 3 & 4) assignment (as designated by CRESA) within the specified Response Time for that ERZ for at least 90 percent of all Emergent (Priority 3 & 4) response requests in any calendar month of the Term.

- iii. **Non-Emergent Response** - Priority 5 & 6 responses are defined based on the MPDS, or protocols as determined by the MPD.

Contractor shall place an Emergency BLS or ALS Ambulance on the scene of Non-Emergent (Priority 5 & 6) assignment (as designated by CRESA) within the specified Response Time for that ERZ for at least 90 percent of all Non-Emergent (Priority 5 & 6) response requests in any calendar month of the Term.

- c. **Remote Response** - A small portion of the CSA falls outside the high or low density ERZ. Contractor shall perform using its best effort in these areas. However, Contractor shall immediately dispatch the closest unit available for time life Priority 1 & 2 responses in these areas and will not divert the assigned unit. City agrees remote response is exempt from response time requirements.
- d. **Lift Assists, Non-Emergency (Priority 5 & 6)**– Contractor agrees to be the sole provider of extrication and transportation for all non-bariatric patients (weighing less than 300 pounds) with no assistance from the City. Contractor shall not contact City for non-bariatric patient lift assist or for Non-Emergency (Priority 5 & 6).
- e. **Summary of Response Time Requirements** - Table 1 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

Table 1: Response Time Requirements

Priorities 1 & 2	Time Life Priority ≥ 90% Compliance		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	≤ 9:59 mins	≤ 19:59 mins	<i>Best Effort</i>
Priorities 3 & 4	Emergent ≥ 90% Compliance		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	≤ 12:59 mins	≤ 19:59 mins	<i>Best Effort</i>
Priorities 5 & 6	Non-Emergent ≥ 90% Compliance		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
Transporting Ambulance	≤ 17:59 mins	≤ 29:59 mins	<i>Best Effort</i>

4. **Notification of Delays for Non-Emergency Responses** - Whenever emergency ambulance response volume necessitates temporary delays in non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting non-emergency services.
5. **Response Time Measurement Methodology** – Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 1 above.

The Response Time Standard measurement methodology employed significantly influences operational requirements for the EMS system. Therefore, the City refers to the following definitions to determine if Contractor meets the Response Time Standard in any particular month:

- a. **Call Receipt** - The Contractors' Response Time clock begins at "Call Receipt," which means the time when the Contractor's dispatch center receives adequate information to identify both the location of the call and the MPDS priority level.
- b. **At Scene** - "At Scene" means the time the first emergency ambulance of appropriate service level arrives and notifies the control center of the place where the ambulance will

be parked while the crew exits to approach the Patient (this is also known as “at address”). At Scene does not include a supervisory or other non-transport capable unit. In situations where the Emergency Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes, or wilderness locations), At Scene means the time the Emergency Ambulance arrives at the designated staging location or nearest public road access point to the patient’s location. At Scene documentation occurs through either Mobile Computing Devices (“MDC”), Automatic Vehicle Locators (“AVL”) or voice.

- c. Response Time Intervals** - The Response Time means the interval, in exact minutes and seconds, between the Call Receipt time and “At Scene” time, when the first ALS or BLS ambulance arrives, or the time a call is cancelled by the applicable CSA agency.
- d. Failure to Report at Scene Time** - In instances when ambulance crews fail to report and document At Scene time, the time of the next communication between dispatch and the ambulance crew shall be used as the At Scene time. However, Contractor may document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.
- e. Calculating Upgrades, Downgrades, Turn-around and Canceled Responses** - From time-to-time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and liquidated damages for non-compliance will be as follows:
 - i. Upgrades** - If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 3 to Priority 2), Contractor’s compliance and liquidated damages will be determined based on the shorter of:
 - a) Time elapsed from ambulance assigned to time of upgrade plus the higher priority Response Time Standard; or
 - b) The lower priority Response Time Standard.
 - ii.** If an assignment is upgraded prior to the arrival on scene of the 9-1-1 BLS Ambulance (e.g. from BLS call to an ALS call), Contractor’s compliance and liquidated damages will be determined based on meeting the higher priority response time standard from the point of upgrade to arrival.
 - iii. Downgrades** - If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 3), Contractor’s compliance and liquidated damages will be determined by:
 - a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or

- b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply.
- iv. **Canceled Calls** - If an assignment is canceled prior to arrival on the scene by the Emergency Ambulance, Contractor's compliance and liquidated damages will be calculated based on the elapsed time from dispatch to the time the call was canceled, if that time was greater than the time allowed for that ERZ. Calls that are canceled prior to arrival within the applicable response time will be counted and included as on-time in the monthly compliance reports.
- v. **Reassignment enroute** - Time life priority calls will take precedence over lower priority calls. If an Emergency Ambulance is reassigned enroute or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and liquidated damages will be calculated based on the assigned priority of the initial or the upgraded priority – whichever is shorter. The Response Time clock will be restarted at time of diversion for the original call, until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted. (e.g. Ambulance "A" is dispatched to incident "1", a priority 4 event. En-route, Ambulance "A" diverts to incident "2". Ambulance "B" is then dispatched to incident "1". The time stamp for response time calculation for incident "2" starts at the time Ambulance "A" is diverted to incident "2." The time stamp for response time for incident "1" starts at the time of diversion for the replacement unit.")
- f. **Response Times outside Primary Service Area are excluded** – The Contractor will not be held accountable for Emergency Response Time compliance for any assignment originating outside the CSA. Responses to requests for service outside the CSA area will not be counted in the total number of calls used to determine compliance.
- g. **Each Incident a Separate Response** - Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.
- h. **Response Time Compliance for Individual Emergency Response Zones** - Response time requirements for the two Emergency Response Zones shall be reported and measured independently for compliance purposes. Specifically, all responses in the CSA in both zones are included in calculation of liquidated damages for emergency responses.
- i. **Maintaining Response Times** - The City recognizes that Response Times standards are largely based upon call and population densities within the service area. In developing

Response Time Standards, the City has established 2 call density zones, low density, and high density, for Response Time compliance measurement.

Contractor shall maintain response levels at the highest possible level of compliance throughout each month regardless of whether Contractor will meet minimum levels of compliance in any month. Contractor shall use best efforts to minimize variations or fluctuations in response time performance according to the day of week, or week of month.

The City may periodically review any specific area or time frame within the month to identify if there are pockets of variable response time performance and refer such findings to Contractor for mitigation. While this requirement does not change the method of calculating contractual response time requirements, Contractor will report its mitigation strategy to City within 10 business days.

- 6. Response Time Exceptions and Exception Requests** – The Contractor shall maintain mechanisms for backup capacity or reserve its production capacity to increase production when a temporary system overload persists.

Contractor shall include every request from CRESA in its monthly calculation of compliance with the Response Time Standards.

“Unusual System Overload” means 200 percent of the CSA average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year’s actual run volume. Contractor will provide this calculation to City within 30 days of the end of each year of the Agreement.

Contractor may not request a Good Cause exception for patient transfer delays at receiving facilities.

City will not grant exceptions for the following: equipment failure, traffic congestion not caused by the applicable incident, ambulance failure, lost ambulance crews (whether by accident or otherwise), or other causes within the Contractor’s control in City’s discretion.

Exceptions may be requested for the following situations. Each situation has a defined protocol for determining whether the City will grant an exception. The City will share the protocol with the Contractor, if requested.

- a. Multi-casualty Disaster** - The Response Time requirements may be suspended at the sole discretion of the EMS Program Analyst during a declared multi-casualty incident, medical advisory, or disaster in the CSA or during a declared disaster in a neighboring jurisdiction

to which ambulance assistance is being provided by as approved by the Operations Manager.

- b. Severe Weather** - Requests occurring during a period of unusually severe weather conditions; such response time compliance is either not reasonably feasible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. For the avoidance of doubt, unusually severe weather condition means a snowstorm, ice storm, flooding, fog, severe thunderstorms, including hail or other similar weather events. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs. To qualify, the Contractor must provide sufficient documentation of an incident report filled out by the crew stating severe weather with confirmation by the weather service, or third party acceptable by the City, supporting such conditions. Reasonable effort must be shown by the Contractor that mitigation measures were employed (i.e., additional unit hours added) if an advance weather warning was issued by the weather service.
- c. Disasters** - Requests during a disaster confirmed by the City, locally or in a neighboring jurisdiction, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to simultaneously maintain coverage within the CSA while providing disaster assistance as needed. Upon resolution of the disaster event, the Contractor shall apply to the EMS Program Analyst for retrospective relief from late-run liquidated damages accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter; and the EMS Program Analyst shall not unreasonably withhold approval of such request.
- d. Local Hospital Divert** - The City recognizes that when Clark County hospitals go on ambulance divert, the result may cause an increased transport distance that places demand on the system beyond the Contractor's control. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs. To qualify the Contractor must provide sufficient documentation showing the impact on unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.
- e. Multiple Patient Scenes** - Requests that result from a response to and transport from multiple patient scenes requiring the utilization of three or more ambulances at a single incident. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs only when a sufficient number of available ambulances were in the system at the time of the multiple patient incident within the CSA and no units were assigned outside the CSA.
- f. Access** - The City recognizes three specific conditions that limit access to the location of a call are beyond the Contractor's control. Specific conditions are limited to a) Contractor access blocked by train without an alternate route with equal or superior time of travel and

without railroad crossing; b) Contractor slowed by following first responder unit to scene of call; c) Construction if not previously known by Contractor, or if known, the Contractor did not have reasonable means mitigate its impact. To qualify the Contract must provide sufficient documentation showing one of the three conditions listed above occurred.

- g. Ambulance Divert** - An ambulance divert is defined as a responding ambulance being re-assigned to a more urgent call where a second ambulance being sent to the initial less urgent call has a late arrival time. An exemption may be considered if the following conditions are met a) Only units enroute to calls triaged as Priority 3, 4, 5 or 6 responses are diverted to higher priority calls; b) The diversion from the 9-1-1 call may occur only with the first diverted unit; and c) Documentation for eligibility includes the location of the available ambulances, responding ambulance and the diverted ambulance.
- h. Multiple Ambulances** - In cases where multiple Emergency Ambulances are dispatched to a single incident, the first arriving ambulance shall “stop the clock,” and response times of later-arriving units shall be excluded for response time statistics and late-run liquidated damages.
- i. Interstate Bridges on State Border** - Responses to the northbound lanes of the Interstate bridges of I-5 and I-205 shall not be included in the response time calculations.
- j. Good Cause** – The EMS Program Analyst may allow, with Contract Administrator approval, exceptions to the Response Time Standards for good cause as determined in their sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s).
- k. Third Alarm** - The EMS Program Analyst may allow exceptions where a third alarm has been initiated and control over Contractor’s resources has been attained by the Department Operations Center (DOC). Documentation for eligibility shall include the timestamp of the DOC control, and the release of Contractor’s resources.
- l. Exception Request Procedure** - It is the Contractor’s responsibility to apply to the City for an exception to a required Response Time.

If Contractor determines that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor’s reasonable control, the Contractor must provide detailed documentation for each actual response in question to the City and request that the City exclude these runs from calculations and liquidated damages. Any request must be in writing and received by the EMS Program Analyst no later than the monthly compliance report due date of the 15th, with that month’s performance reports. A request for an exception received after the 15th

will not be considered. The EMS Program Analyst and/or Operations Manager will review each exception request and make a recommendation to the Contract Administrator for approval or denial. This decision shall be final.

At the sole discretion of the City, calls with extended Chute Times (the time interval from ambulance assigned to ambulance enroute) of more than 2 minutes may be excluded from consideration as exceptions.

- 7. Response-time Performance Reporting Procedures and Liquidated Damages** - The Parties acknowledge and agree that substantial compliance with the terms and conditions of the Agreement is essential to providing the highest level of emergency medical services reasonably practical. Accordingly, the Contractor's failure to comply with this Agreement will result in liquidated damages for certain breaches of Contractor's obligations.

a. Response Time Performance Reporting Requirements -

- i. **Documentation of Incident Time Intervals** - The Contractor shall document all times necessary to determine total ambulance Response Time.

- a) Time Documented: The Contractor shall document all times necessary, including but not limited to:

- i. Time call received by the dispatch/control center;
- ii. Time ambulance crew assigned;
- iii. Time enroute to scene;
- iv. Arrival at scene time;
- v. Total on-scene time;
- vi. Time enroute to hospital;
- vii. Total time to transport to hospital; and
- viii. Arrival at hospital time.

Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities.

- b) Format Recorded: Contractor shall record all times on the Patient Care Report Form (PCR) and in Contractor's CAD system. The Contractor shall provide real-time access to an interface with the CAD database and Electronic Patient Care Report Form (EPCR) database for the City to extract and corroborate Response Time performance.

- c) Changes to Times: Contractor may make changes to times entered into the CAD, after the event, with documented justification. Contractor shall provide detailed notation of all errors or omissions to City and City will accept the changes in its discretion.

- ii. **Response Time Performance Report** - Contractor's dispatch center shall document and report to the City, in a manner required by the City, no later than the monthly compliance report due date of the 15th.

- a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
- b) Contractor shall identify the causes of failures in performance and shall document efforts to eliminate these problems on an on-going basis.
- c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future. A report with this data will be provided to the City on an as requested basis.

b. Liquidated Damages – Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance under the Agreement. However, severe, or chronic deviations of Response Time compliance may constitute a default of the Agreement.

- i. **Failure to Report On-scene Time** - Contractor shall pay the City liquidated damages as stated in Appendix B each time an Emergency Ambulance is dispatched, and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the liquidated damage may demonstrate to the satisfaction of the EMS Program Analyst an accurate on-scene time.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

- ii. **Failure to Comply with Response Time Requirements** - Contractor shall pay the City liquidated damages as stated in Appendix B each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for applicable responses.
- iii. **Repetitive Non-Compliance** - Liquidated damages are based on measurement of response time performance for all responses within the CSA and grouped by priority level. Each geographical area is a subset, and each geographical area is further subdivided for purposes of measurement based on response time priorities as set forth in Table 1.

Contractor is required to report performance for each priority level in each ERZ and in the designated zones. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances of non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to the City within thirty days of being notified of repetitive non-compliance by the City. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

- iv. **Additional Provisions** - The City may impose liquidated damages as stated in Appendix B. For example, the Agreement will include liquidated damages relating to the failure to provide reports and information to the City by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport.

8. Data Management Software - Contractor and City will collaborate to implement third-party system data monitoring and analytics software. The City will license or own the agreed-upon software at its cost. Contractor will pay any costs associated with integrating the selected tool with its systems and ensuring its ongoing raw performance data is shared with City during the Term at the City's direction and in compliance with the terms of the applicable software agreement. Contractor may propose software to City that it has determined is successful in other markets in which it participates. The Parties may mutually agree in writing to an alternative method of providing raw performance data at any time.

9. Fleet Requirement

- a.** The Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform the Services under this Agreement. Contractor shall pay all costs of maintenance including parts, supplies, spare parts, and costs of extended maintenance agreements.
- b.** CONTRACTOR shall maintain a complete list of all vehicles including reserve vehicles used in performance of this Agreement, including license and vehicle identification numbers (VINs) and date of manufacture, and provide this list to the EMS Program Administrator within TEN (10) days of the Effective Date. CONTRACTOR shall report all changes to this list to the EMS Program Administrator within TEN (10) calendar days making any change to the list.
- c.** Contractor's ambulances shall meet the standards of Washington EMS rules and regulations, Ch. 18.71 RCW, Ch. 18.73 RCW, and WAC 246-976-260 through WAC 246-976-340.
- d.** Contractor's ambulances may be standard Type I or Type III for 9-1-1 ALS and/or 9-1-1 BLS use.
- e.** Contractor shall ensure its ambulances are branded in accordance with the City's written requirements.
- f.** Contractor shall ensure each ambulance is equipped with GPS route navigation capabilities.
- g.** Contractor shall ensure each ambulance is identically configured with the capability to carry all supplies necessary to function in accordance with City requirements and regulations. Contractor shall ensure all units are equipped to function at an ALS level. The sole exception to the preceding requirement is that no BLS units will carry narcotics of any kind. Contractor shall prohibit its personnel from stocking BLS units with narcotics.
- h.** Contractor shall ensure each ambulance providing Services contains a City-provided Gate Key as stated in Article 2.1.a. Contractor shall attest annually that each ambulance providing Services contains a City-provided Gate Key. Contractor will return all City-provided gate keys within thirty days of termination of this Agreement.

- i.** Contractor shall place into service only new vehicles or vehicles that are a remount of a refurbished box onto a new chassis. However, if Contractor elects to remount refurbished boxes onto a new chassis, Contractor will ensure that during any period of service, no more than 50% of the total fleet in service at any time will consist of refurbished boxes. Contractor is prohibited from replacing the box on a particular chassis more than once during the Agreement.
- j.** Contractor shall provide a bariatric response unit that meets applicable state requirements and is suitable for transporting patients identified to be of greater weight than is suitable for the normal fleet of ambulances. Contractor shall equip its bariatric response unit with a 1600-lb. capacity gurney, heavy duty transfer flat, ramp system, and power winch. Contractor shall ensure the bariatric unit is available within the CSA 24 hours a day, seven days a week, 365 days a year. Contractor shall ensure identical equipment and supply configurations as the remainder of the fleet are installed on the bariatric unit. Contractor shall provide personnel with training in lifting techniques to reduce the incidence of on-the-job injuries due to lifting bariatric patients.
- k.** Contractor shall have a mechanism in place to monitor driver safety during ambulance operation.
- l.** Contractor will remove an ambulance from service when the ambulance has reached a maximum mileage of 300,000 miles or more than 7 years from the date Contractor's vendor completes the ambulance modification. Contractor may request an exception in the event there are delays in end-stage ambulance manufacturer or remounting production time, which the City will grant in its sole discretion.
- m.** Contractor will remove from services supervisor and other support vehicles that have reached 300,000 miles.
- n.** Contractor will ensure no more than 50% of the ambulance fleet has more than 150,000 miles on any ambulance as of January 1, 2025. Contractor will provide to City and maintain a list of all vehicles detailing make, model, age, and maintenance records within thirty days of the end of each year of the Agreement.
- o.** Contractor shall maintain the number of ALS and BLS equipped and fully operating ambulances that represent at least 130% of the peak staffing level respectively. Contractor shall provide its peak staffing level within 30 days of the end of each year of the Agreement.

- p. Environmental sustainability is one of City's highest priorities. The City has an adopted goal to achieve carbon neutrality by 2040 and is seeking to reduce greenhouse gas emissions from all sources, including transportation. The City anticipates that Contractor will help the City work towards its sustainability goals throughout the term of the Agreement. Examples of GHG-reducing measures related to transportation may include (but are not limited to): no-idling policies; the use of renewable or low-carbon fuels in vehicles and equipment; or the usage of hybrid or electric/zero-emission vehicles.
- q. City may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the ambulance equipment and supply list as determined by City, MPD, or Applicable Law, the City may:
 - i. Immediately remove the ambulance from service until Contractor remedies the deficiency;
 - ii. Section 9(o)(i) shall not preclude dispatch of the nearest available BLS ambulance in response to a life-threatening emergency so long as an ALS ambulance is also dispatched to the scene. City may adopt rules governing provisional dispatch of ambulances not in compliance with minimum in-service requirements; Contractor shall comply with these rules.
- r. Contractor shall enroll all CSA agencies in its Pharmaceutical Reverse Distribution Program and exchange on a one-for-one basis any medication, excluding narcotics, that will be expiring within 90-120 days.
- s. Contractor will restock replenishable EMS supplies on a one-for-one basis utilization on calls by all City first response agencies, through a dedicated requisition and supply system located within the CSA, that ensures par levels, tracking by agency and call.
- t. Contractor shall retrieve equipment from hospitals and deliver it back to City, as managed by VFD. Contractor's supply technician will make routine hospital rounds to local hospitals, retrieve, and decontaminate the equipment prior to return to City, as managed by VFD.

10. Vehicle Maintenance - The Contractor shall maintain its vehicles consistent with the applicable manufacturer's specifications. In addition:

- a. Contractor shall maintain detailed records of all work performed, costs related to repairs, and operating and repair costs analyses.

- b.** The Contractor shall maintain a maintenance program record-keeping system. The system shall track both scheduled and unscheduled maintenance (by vehicle and by fleet) as well as equipment failures that occur during ambulance responses. In the event that manufacturer specifications conflict, Contractor should consult with its fleet management to determine which specification to conform to.
- c.** Contractor shall design and conduct its vehicle maintenance program to achieve the highest standards of reliability appropriate to a modern emergency service. Contractor shall comply with or exceed the maintenance standards outlined in the most recently released CAAS Standards – Accreditation of Ambulance Services as published by the Commission on Accreditation of Ambulance Services.
- d.** Contractor shall immediately remove from service and remedy any ambulance or support vehicle with any deficiency that compromises, or may compromise, its function.
- e.** Contractor shall remove from service and promptly repair ambulances and equipment that have any defect that would not cause Contractor to remove it from service under subsection d above, including significant cosmetic damage.
- f.** Contractor shall pay all costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties.

11. Equipment - Contractor shall provide all equipment necessary to provide the Services.

- a.** Contractor shall ensure that each ambulance is equipped with standardized on-board equipment, medical supplies and personal communications equipment and supplies to meet or exceed the minimum requirements of Washington EMS rules and regulations for ground ambulance and aid service equipment and communications equipment at WAC 246-976-300 and 310 and any additional requirements of the MPD.
- b.** Contractor shall ensure the equipment and supplies required under subsection a above are stored in the same location in all ambulances.
- c.** Contractor shall restock all expendable supplies including medications and controlled substances during any personnel shift change if supplies are low enough to create risk to any patient on any call.

- d. Contractor shall maintain all medical equipment in good repair and safe working order. Contractor shall maintain accurate durable medical equipment routine checks, maintenance, failure, and occurrence records and provide them to the City upon request.
- e. Contractor shall fully stock each ambulance and maintain sufficient medical equipment and expendable supplies to accommodate times of excessive demand in the system.
- f. Contractor shall pay all costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties.
- g. Contractor shall ensure its equipment and supplies are interoperable with the existing equipment and supplies of the City, as managed by VFD.
- h. Contractor will immediately remove from service and promptly repair or replace any equipment with any deficiency that compromises, or may compromise, its function.
- i. Contractor shall maintain bio-medical equipment in reserve to ensure consistent service delivery if critical pieces of equipment fail or require repair/service. Critical equipment is any equipment that would prevent Contractor from being able to fully provide the Services.

12. Communications System Management

a. Ambulance Communication Equipment

- i. Contractor shall purchase or lease, install, and maintain all telecommunications equipment on the appropriate frequencies necessary to provide the Services.
- ii. Contractor shall equip each ambulance with one portable radio for each crew member, and one mobile radio capable of interoperability with fire and medical communication channels, and with law enforcement.
- iii. Contractor shall equip each ambulance with one mobile telephone that will provide continuous coverage in the CSA.
- iv. Contractor shall equip its ambulances with AVLs, MDCs, and GPS mapping technology (GPS). The AVL system must interface with the current County Designated Communications Center CAD system, which is Hexagon v9.4 as of

the Effective Date. Contractor shall pay all costs associated with the purchase and on-going operations of its AVL system.

- v. Contractor shall equip each ambulance, quick response vehicle, and field supervisor vehicle with a mobile computer with mobile data computer capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server by secure wireless technology. Contractor shall equip each ambulance with AVL and GPS fully interfaced to the CAD system for unit recommendation and system status deployment purposes.
- vi. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of notifying Contractor personnel of response needs while on duty.
- vii. Contractor shall ensure ambulance-to-hospital communications are configured so that Contractor personnel providing patient care can directly communicate with the applicable base or receiving hospital staff about the patient.
- viii. Contractor shall operate its two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, Washington EMS telecommunications rules, and all applicable City rules and operating procedures in accordance with Article 6.1, Data and Reporting Requirements.
- ix. Contractor shall provide proposed changes to its Communications Systems Management for City's written approval prior to implementing changes.

ARTICLE 5 PERSONNEL

- 1. Treatment of Incumbent Work Force** - A number of dedicated highly trained personnel are currently working in the current EMS system. Contractor shall use best efforts following contract award to ensure a smooth transition and to encourage current EMS personnel to remain with the system, as applicable. City requests that Contractor offer qualified non-supervisory personnel (dispatchers, EMTs and Paramedics) employment in substantially similar positions to those that existed with the prior contractor, in its discretion.

Contractor shall employ and manage its personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement and Applicable Law.

Contractor shall ensure patient care is not hampered by impaired motor skills that may occur in personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. Contractor shall ensure its Paramedics and EMTs who work on an Emergency Ambulance or as field supervisors are provided with reasonable schedules developed to mitigate fatigue and safety concerns and in compliance with Applicable Law.

2. **Character, Competence and Professionalism of Personnel** - Contractor shall ensure its personnel are professional and courteous in conduct and appearance at all times when providing the Services. The Contractor shall immediately remediate a breach of this standard of conduct.

In addition to complying with Applicable Law, Contractor shall ensure its personnel provide the Services without prejudice. Contractor shall develop training and internal mechanisms to assess for the existence of implicit bias in the provision the Services. Contractor shall maintain internal education and awareness programs to address prejudice and implicit bias. Contractor will provide evidence of these programs upon City's request.

Contractor shall ensure no personnel provide Services without a license, permit or other credential, in compliance with Applicable Law. Contractor shall perform a background check, including criminal records check, of all personnel prior to their provision of Services under this Agreement in accordance with Applicable Law. Contractor shall make all determinations regarding its personnel except that City may require Contractor to reassign personnel if its personnel breach the standard of conduct or any other obligation the City requires under this Agreement.

3. **Internal Health and Safety Programs** - The Contractor shall maintain programs to enhance the safety and health of its personnel. These programs shall include driver training, safety, and risk management training. Contractor shall comply with Applicable Law and MPD requirements.

The Contractor shall provide adequate Personal Protective Equipment (PPE) as prescribed by WISHA. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

4. **Internal Risk Management/Loss Control Program** - Contractor shall implement and maintain an aggressive health, safety, and loss mitigation program minimally including:
 - a. Pre-screening of potential personnels, for fitness for duty (including drug testing).
 - b. Initial and ongoing driver training.
 - c. Lifting technique training.

- d. Ongoing review of current information related to FDA medical device reportable events, recalls, equipment failures, and accidents. Address applicable items as needed.
 - e. Review and address employee health/infection control related information such as needle sticks, personnel injuries, immunizations, exposures, and other safety/risk management issues.
 - f. Planning for safety and risk mitigation processes will include, at a minimum:
 - i. Gathering data on all reportable WISHA incidents that occur among Contractor personnel.
 - ii. Devising policies prescribing safe practices and providing intervention for unsafe or unhealthy work-related behaviors.
 - iii. Gathering safety information as required by law.
 - iv. Implementing training and corrective action on safety related incidents, as required by law.
 - v. Providing safe equipment and vehicles.
5. **Evolving Statutory and Regulatory Requirements** - It is anticipated, during the term of the Agreement that certain regulatory requirements, for occupational safety and health, including but not limited to infection control, blood-borne pathogens, and TB, may be increased. It is the City's expectation that the Contractor will adopt procedures that meet or exceed Applicable Law.
6. **Labor Actions** – Contractor shall notify the EMS Program Analyst immediately of all anticipated or pending labor actions including strike votes and other work slowdowns. Contractor shall present a plan for the review of the EMS Program Analyst for continuing operations during a work slowdown or labor strike.

ARTICLE 6 MANAGEMENT

1. **Data and Reporting Requirements** - The long-term success of any EMS system is predicated upon its ability to measure and manage its affairs. Therefore, Contractor shall maintain accurate and complete records of all ambulance service calls to demonstrate its performance compliance and aid the City in improving, modifying, and monitoring the EMS system. Contractor shall make its records available for inspection by the City's authorized

representative at Contractor's office located in the CSA during regular business hours. Contractor and City will establish automated monthly reporting capabilities.

- a. **Dispatch Computer & Software** - Contractor's dispatch computer and software shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation in compliance with Contractor's obligation as a Business Associate as stated in Appendix A. Contractor will provide access to this system pursuant to Article 4.8.
- b. **Essential Patient Care Record and Assignment Data** - Contractor shall use City's approved electronic patient care record ("ePCR") system, ESO or any future system ("ePCR System"), for patient documentation on all EMS system responses. Contractor shall use the supplied common incident number (CRESA EID) generated by the public safety answering point ("CRESA" or "PSAP"), to facilitate patient-centered care and quality improvement as approved by the MPD. City's ePCR System is National Emergency Medical Service Information Systems NEMSIS and Washington (WEMSIS) compliant. The Contractor shall leave a copy of the patient care record (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with Applicable Law. When the Contractor leaves a "paper worksheet" at the receiving facility and then utilizes an electronic patient care record, the Contractor must; i) combine the "paper worksheet" electronically with the ePCR System, ii) assure the "paper worksheet" includes essential patient identification (ID), treatment information, crew ID, crew contact information and other data required by the MPD or facility, iii) make every effort to assure that an ePCR transmitted after the crew departs the facility is routed to the patient medical record and attached, and, iv) assure the ePCR is completed and sent within 24-hours of the transport.

Within 24 hours, Contractor shall provide access to patient care records in computer readable format and data suitable for statistical analysis for all priorities for the EMS Program Analyst, MPD and receiving hospitals. Records shall contain all information documented on the ePCR System for all EMS system responses including patient contacts, cancelled calls, and non-transports.

The Contractor shall identify files or ePCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other requested data points, including any needed modifications to support EMS system data collection.

- c. **Monthly Reports Required** – Contractor shall provide City with monthly reports reporting on the previous month's clinical, operational, and financial performance, within 15 days of the end of any month. Contractor shall document and report to the

EMS Program Analyst in the format the City requires. Contractors shall report on response time compliance and nonclinical customer complaint and resolutions monthly. Contractor will provide any other reports City requests on an ad hoc basis, within 15 days of City's request. The City shall provide a list of required reports and their frequency and due dates to the Contractor annually.

Contractor shall prepare the following reports and may prepare other reports in its discretion:

i. Clinical

- Continuing education performance reports including clinical skill performance (IV, IO, Advanced Airway);
- Performance measures identified by the MPD office including Washington State KPIs and NEMSQA guidelines;
- Any reports required by MPD office;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures;

ii. Operational

- Calls and transports, by priority for each Emergency Response Zone and Ambulance Zone;
- Upgraded calls where a BLS unit requested ALS intercept and/or response;
- Time on task which includes reporting the number of ALS unit hours that were potentially put back into the system by measuring time of task from dispatch to availability of the 9-1-1 BLS transport units;
- Scheduled versus actual unit hour and unit hour utilization (UHU);
- Total time in minutes, percentage of total time, when (date and time), that Contractor is at System Status level Zero;
- A list of mutual aid responses to and from EMS systems;
- EMS transports to and from medical aircraft;
- Calls processed by Nurse Navigation Program, including call outcomes;

iii. Financial

- Annual unaudited financial reports demonstrating economic stability and sustainability of Contractor within CSA, due September 30 each year for January-June;

- Annual audited financial statements of the local (solely Clark County) operating entity under which Contractor provides the Services, due April 30 each year for the prior year;

iv. Response Time Compliance

- Contractor Exception reports and resolution;

v. Response Time Statistical Data - No later than the monthly compliance report due date of the 15th, Contractor shall ensure that ambulance Response Time records are available to the City in a computer readable format approved by the EMS Program Analyst and suitable for statistical analysis for all ambulance responses originating from requests within the CSA. The records shall, at a minimum, include the following data elements:

- Unit identifier
- Initial location of responding ambulance
- Location of call – street address
- Location of call – city, town, or unincorporated City
- Location of call - longitude and latitude
- Location of call – Emergency Response ZoneERZ
- Nature of call (EMD Code)
- Code to scene.
- Date and time call received.
- Date and time call dispatched.
- Date and time unit enroute.
- Date and time unit on-scene.
- Date and time unit enroute to hospital.
- Date and time unit at hospital.
- Date and time unit clear and available for next call.
- Outcome (dry run, transport)
- Receiving hospital
- Code to hospital.

vi. The below reports will be provided annually rather than on a monthly basis.

- Payor type
- Service level
- Transported miles
- Insurance type primary

- Insurance type secondary

vii. The below reports will be provided on an as requested basis rather than a monthly basis.

- **Response Time Compliance:** A list of each emergency call dispatched for which Contractor did not meet the Response Time standard by 2 minutes for Time Life (Priority 1 and 2) calls, for each ERZ and an explanation of why the response was late.
- **Response Time Statistical Data:** Number of immediately dangerous to life and health (IDLH) Stand-by events.

viii. Personnel Reports - Contractor shall provide the City with a list of Paramedics, EMTs and dispatchers currently employed by Contractor at least annually and shall provide an updated list whenever there is a change to its personnel.

The personnel list shall include, at a minimum, the name, Washington Paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date and Washington Driver's License number and confirmation of driving and criminal record checks of all personnel on the list.

ix. Community/Governmental Affairs Report - Number of conducted community education events, Public Relations activities, first responder recognition, Government relations contact report. Contributions, cash or in kind, to communities within the CSA.

x. Electronic Access to Report - Contractor shall provide access capability to COV, at the Contractor's expense, to provide the City access to all PCRs and provide a mechanism to create customized reports for the City monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

xi. Other Reports – The Contractor shall provide the City with such other reports and records as may be reasonably required by the EMS Program Analyst.

xii. Data Integration - Contractor agrees to work closely with the City, MPD and local hospitals to identify and implement ways to pursue further system integration and improve the patient experience such as EPIC and LifeNet.

These shall include training integration, medical records systems, and quality review processes. Contractor will provide payment for its equitable portion of the data integration process.

ARTICLE 7

EMS SYSTEM AND COMMUNITY

- 1. Participation in EMS System Development** - The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Contractor shall actively participate in EMS activities, committee meetings, and work groups, and shall participate and assist in the development of system changes.
- 2. Accreditation** - Contractor shall have or attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization within 24 months of the Agreement Effective Date. Contractor shall maintain its accreditation during the term of the Agreement.
- 3. Major Incident** - Contractor shall participate in staff call-back and Emergency Operations Center (EOC) activation when a major incident occurs within the CSA as determined and requested by the Operations Manager, at its own expense.
- 4. Multi-casualty and Disaster Response** – Contractor shall cooperate with CSA agencies in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the multi-casualty and disaster response CSA plan.

Contractor shall provide standby service in the event of a disaster as declared by the Operations Manager, at no cost to the CSA agencies.

If a disaster occurs within the CSA, the Contractor shall assign a Field or Dispatch Manager/Supervisor to deploy to the designated department operations center (DOC) (when activated) as a liaison upon request. In the event the disaster is within the CSA, or in the event the City directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the City and Contractor shall respond in accordance with the multi-casualty and disaster response CSA plan. Contractor shall use best efforts to maintain primary emergency services, which may be by email.

At a multi-victim scene, Contractor's personnel shall perform in accordance with the City multi-victim response plan and within Incident Command System (ICS).

During a disaster, the EMS Program Analyst will determine on an incident-by-incident basis if the Contractor may be temporarily exempt from Response Time standards. Contractor shall

return all of its resources to its primary area of responsibility and shall resume all operations as required under the Agreement immediately following when Contractor is notified that multi-casualty or disaster assistance is no longer required.

- a. Internal Disaster Response Notification** - Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster as requested by the EMS Program Analyst, which shall include a system for Contractor to alert off-duty personnel.
- b. Incident Notification** - Contractor shall have a mechanism in place to communicate current field information to appropriate CSA staff during multi-casualties, disaster response, hazardous materials incidents, and other events.
- c. Interagency Training for Exercises/Drills** - Contractor shall participate in approved exercises and disaster drills and other interagency training within the CSA, as approved by the Operations Manager.
- d. Continuity of Operations Plan (COOP)** - The Contractor shall develop a local Continuity of Operations (COOP) plan no later than 18 months after the Effective Date. Contractor shall include in its COOP plan essential functions identification; orders of succession; delegations of authority; protection of vital records and databases; alternate operating facilities, interoperable communications, and capability readiness, and any other COOP-related information Contractor determines is necessary to include in its plan.

5. Mutual-aid and Stand-by Services

- a. Mutual Aid Requirements** – Contractor shall respond in a mutual aid capacity for ambulance services only, or to other service areas outside of the CSA if so, directed by the Operations Manager, or in accordance with mutual aid agreements previously approved by the Operations Manager. Contractor shall maintain documentation of the number and nature of mutual aid responses it makes, and nature of mutual aid responses made by other agencies to calls originating within the CSA.

The Contractor should be aware the maximum use of mutual aid responses made by non-Contractor entities to calls originating within the City is capped at 3% of calls and breach of this limitation is subject to liquidated damages as stated in Appendix B.

- b. Non-dedicated Stand-by Service** – “Non-dedicated Stand-by Service” means stand-by in which the IC requests an ambulance for an event. This shall be a non-reimbursable event.

- c. **Dedicated Stand-by Service (IDLH-SWAT)** - Contractor shall provide, at its cost for up to 60 minutes, to City or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by CRESA. A unit placed on stand-by shall be dedicated to the incident until released by the ICContractor time in excess of sixty minutes shall be a reimbursable event at the hourly rate as identified by the Contractor and approved by the City.
 - d. **Special Events Services** - City may request special events services from Contractor in the future. Contractor will work together with City to ensure City special events are staffed appropriately. Contractor may separately negotiate with any third-party for special event services as long as there is no impact to the Services.
- 6. **Permitted Subcontracting** - The Contractor may subcontract with another provider(s) for management, administrative services, dispatch center services, billing, and collection activities with prior written consent from the EMS Program Analyst. Contractor shall pass through and ensure its approved subcontractors comply with this Agreement, including reporting obligations, dispatch center obligations, business associate obligations, and all MPD requirements for personnel licensing in Clark County, Washington. A breach by Contractor's approved subcontractor will be deemed a breach by Contractor. City will enforce liquidated damages provisions against Contractor for any liquidated damages incurred by an approved subcontractor.
- 7. **Handling Service Inquiries and Complaints** - Contractor shall log all inquiries and service complaints and provide prompt response and follow-up to user inquiries and complaints. Contractor shall respond in compliance with Applicable Law governing patient record confidentiality.

City will forward all complaints it receives to Contractor within two business days. The Parties will work together to determine who will respond to the complaint.

In addition to its monthly reporting obligations, Contractor shall send copies of any inquiries and resolutions of a clinical nature to the MPD or the City within 24 hours. In addition, copies of such complaints will be made available to the EMS Program Analyst upon request.
- 8. **Community Outreach and Education Events** - Contractor shall partner with CSA agencies for outreach and education with CPR courses for CSA schools, businesses, and other local organizations, as well as for the professional and lay rescuers, as approved by the Operations Manager.
- 9. **Trauma Service Verification** - Contractor shall attain and maintain ALS transport trauma service verification in accordance with Chapter 246-976 WAC.

ARTICLE 8

DISPATCH AND COMMUNICATIONS

- 1. Communication with Ambulances** – Contractor shall maintain an International Academy of Emergency Dispatch (“IAED”) accredited communications (“Dispatch”) center 24 hours daily, 7 days a week, 365 days per year, with direct communication between its ambulances at any location within their service area and its dispatch center.
- 2. Staffing of Dispatch Center** - Contractor shall maintain dispatch center staffing at levels to ensure CSA dispatch times are not delayed from competing/simultaneous demands for response from Contractor’s other operations. Contractor shall not use any type of answering service as part of its Dispatch. Contractor shall ensure its personnel are trained and proficient in the CSA protocols, policies and procedures, and the CSA geography.
 - a. Certification Requirements** – Contractor shall ensure its medical call takers and dispatchers are IAED - Emergency Medical Dispatcher (“EMD”) certified. In addition, Contractor shall furnish control training officers and training managers certified as a NAED - Emergency Medical Dispatcher Quality assurance (EMD-Q).
 - b. In-Service Training** – Contractor shall offer an in-house in-service training program for medical call takers and dispatchers to meet the EMD certification requirements and maintain proficiency levels in System Status Management (“SSM”), CAD and communications systems, organization policy and procedures and ongoing operational changes.
 - c. Internal Dispatch Center Quality Improvement** – Contractor shall provide a structured program of ongoing internal quality improvement that meets the requirements of accreditation established by IAED. This includes, but is not limited to, participation in the City and CRESA's Medical Dispatch Review Committee, case reviews, and training.
 - d. Standard for Call Pick-Up** – Contractor will answer all calls for Services within three rings or ten seconds with at least 90% compliance.
- 3. Dispatch Center Accountability**
 - a.** City will exempt Contractor from late-run penalties and Response Time standards when Contractor provides documented records that CRESA provided inaccurate or incomplete information, which materially impacted Contractor's ability to respond in compliance with the Response Time standards.

- b. Contractor's response time clock shall start after initial interrogation and computer transfer of information to Contractor by CRESA 9-1-1 via CAD interface with a MPDS code.
- c. During periods of temporary malfunction of CRESA's 9-1-1 data transfer capabilities, the Contractor's response time clock shall start upon oral receipt (via "ring down" line installed and maintained at Contractor's expense) of response priority code, chief complaint, location/premise information, and callback number.

4. Dispatch Center Location and Responsibilities

- a. EMD call taking and dispatching functions shall be provided by the Contractor's dispatch center and by CRESA operations as outlined below:
 - i. CRESA 9-1-1 shall be responsible for 9-1-1 call taking functions.
 - ii. Contractor shall be responsible for seven-digit Non-9-1-1 ("Routine") call taking functions, system status control and the dispatch of its ambulances for all calls received from both CRESA 9-1-1 and seven-digit callers.
 - iii. The two-way CAD interface between dispatch centers shall provide for a fully informed management of system resources.

- 5. **CAD System** - The Contractor shall furnish at its own expense a SSM- based CAD system. Contractors shall ensure its CAD can interface with CRESA's 9-1-1 CAD (Hexagon v9.4 as of the Effective Date) and can produce a complete electronic record of primary data from dispatch activities in the format prescribed by CRESA 9-1-1.

The Contractor shall provide the following on all ambulances: MDCs on all ambulances linked to the two-way CAD interface; AVLs; the City-approved GIS data for CAD mapping; all premise and available information that CSA agencies receive; the latest approved version of Medical Priority's ProQA triage software and Advanced Quality Assurance software, or as approved by the MPD; and back-up power provided through UPS and generator.

- 6. **Streamlined Process** – The Contractor shall furnish and maintain at its own expense a two-way interface between CRESA's 9-1-1 CAD and Contractor's CAD. Contractor shall ensure its CAD interface provides instantaneous and simultaneous transmission of call-related information and unit status updates between CRESA's 9-1-1 CAD and Contractor's CAD as well as the following:

- a. **9-1-1 Data Transfer with CRESA** - CRESA is responsible for providing an appropriate hardware interface within the CRESA 9-1-1 facility, and for allowing Contractor reasonable access to install and maintain the connection.
 - b. **Automatic Transmission** - Information initially obtained by the call taker must be simultaneously transmitted to the 9-1-1 Fire/EMS dispatch console and Contractor's dispatch center on all medical requests requiring 9-1-1 response.
 - c. **Electronic Transmission** - CAD communication systems must be designed to ensure premise-entry updates and additional medical information (i.e., gathered during the EMS process or from the system's medical database) is simultaneously transmitted to the 9-1-1 Fire/EMS dispatch console and Contractor's dispatch center.
 - d. Clocks in Contractor's dispatch center and CRESA are synchronized.
7. **Emergency Medical Dispatch Protocols** – Contractor shall use and maintain the currently-approved version of MPDS (or similar as approved by the MPD) as the initial triage for all calls requesting medical response (including "Non-9-1-1 ("Routine") Transfers"). Contractor shall also use and maintain the current CRESA 9-1-1 approved version of ProQA.
 8. **Telephone and Computer Connections** – Contractor shall provide straight-line telephone and computer connections to CRESA 9-1-1.
 9. **Telephone and Radio Recording** – Contractor shall ensure all telephone lines on which calls for service can be received are continuously recorded with a time and date stamp when in use. Telephone line recordings shall be maintained for 180 days. All radio communications are to be recorded with a date and time stamp and maintained for 180 days.
 10. **System Upgrades** - Contractor shall cooperate with the City during any planning and implementing upgrades and enhancements to the CRESA 9-1-1 dispatch and communications system. Contractor shall provide payment for its equitable portion of all system upgrades and enhancements.
 11. **Response Time Reduction Strategies, Co-Location of Resources, and Other Enhancements** – Contractor will meet with the Operations Manager upon request to discuss response time reduction strategies, co-location of resources and other system enhancements and implement any agreed upon decisions.
 12. **Multilingual Communication** – Contractor shall provide access to qualified interpreters that may be instantly called into conversations for multi-lingual triage.

- 13. Evolving Interface Initiatives** – The Contractor shall participate in developing the ambulance component of the CentralSquare Technologies “Unify” (CAD2CAD), to enhance specific interoperability within the region for delivering real-time updates between communication dispatch centers, first responders and crews.

ARTICLE 9 ADMINISTRATIVE PROVISIONS

- 1. Contractor Revenue Recovery** - The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

- a. Patient Charges** - Contractor shall comply with fee schedules and rates approved by the City for Base Rates and Mileage Charges (together, the "Charge Rates"). The current rates are included in Appendix B.

b. Prohibited Charges

- i. Contractor shall not impose any unfair or excessive charges or fees related to patient care.
- ii. Contractor shall not charge any patient the ALS or BLS rate for treatment, supplies, or equipment unless Contractor’s ambulance transports the patient, except in the following two instances:
 - a. Contractor may charge Medicare, Medicaid, or Commercial Insurance for emergency response to a patient who is determined to be dead on arrival, following arrival at the incident, who is not transported: or
 - b. Contractor may charge Medicare, Medicaid, or Commercial Insurance for emergency response to a patient if the patient received one or more ALS medications or procedures (IV or medication) (i.e. diabetic patient with glucose administration; however, glucose test alone is not billable).
- iii. Contractor shall charge the ALS rate only when the patient treatment meets the current Medicare description of pre-hospital ALS patient care procedures.
- iv. Contractor personnel shall not make any on-site, enroute, or upon delivery solicitations or requests for payment of any patient or person.
- v. Contractor is a Ground ambulance services organization under RCW 48.43.005(28). Contractor shall comply with RCW 48.49.200 and its implementing rules as stated in the Washington Administrative Code, as

may be applicable. Contractor shall not request or require a Patient at any time, for any procedure, service, or supply, to sign or otherwise execute by oral, written, or electronic means, any document that would attempt to avoid, waive, or alter any provision of RCW 48.49.200.

- c. **Fee Adjustments** - The Contract Administrator will approve annual increases to patient charges based on changes in the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue) which is published in November. Contractor shall file by November 30th of each year of the Agreement and maintain with the EMS Program Analyst a current rate schedule of all patient fees and charges applicable to this Agreement.

If City extends the term of the Agreement City will review the current Charge Rates and compare those Charge Rates to the current Medicare allowable rate for the contracted service area. Charge Rates may be reset at 325% of the current Medicare allowable rate at that time.

City must approve all changes to patient Charge Rates in writing.

- d. **Extraordinary Cost Adjustments** - In the event extraordinary circumstances substantially impact Contractor's costs of providing Services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, Contractor may request increases or decreases in charges to patients to mitigate the financial impact of the extraordinary circumstances. Contractor may not request a cost adjustment that is effective during the first year of the Agreement but may apply to the EMS Program Analyst during the first year of the Agreement for a rate adjustment effective at any time following the first year of the Agreement. Contractor shall submit a request at least 60 days prior to the requested effective date. The EMS Program Analyst shall review the application and forward the recommendation to the Contract Administrator for approval. Contractor and City will engage in the following procedure to evaluate the request:

- i. Contractor shall document, using generally accepted accounting procedures, the actual financial impact of such increased pricing upon Contractor's costs of production.
- ii. Only the effects of increased prices, excluding any effects of increased consumption, shall be considered for purposes of fuel related adjustments.

- iii. No adjustment shall be allowed for insurance cost increases that are attributable to Contractor's poor risk management (locally or at other sites).
- iv. No additional adjustment shall be allowed for increased labor costs beyond the allowed inflation adjustment.
- v. Only the portion of increase in prices not already accounted for within the provision for automatic inflation adjustment set forth in "ii" above shall be considered.

- e. Billing and Collections** – Contractor is solely responsible for all billing and collection functions related to Services rendered pursuant to the Agreement. Contractor shall perform its billing and collection functions in a professional and courteous manner and in accordance with Applicable Law.

Contractor shall not seek payment from City for any bill issued to a person or entity for services provided to that person or entity.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner and in accordance with Applicable Law, procedures, and policies. Contractor shall operate or contract for a billing and accounts receivable system that is well documented, easy to audit, and that minimizes the effort required of patients to recover from applicable third-party sources. The billing system must:

- i. Electronically generate and submit Medicare claims.
- ii. Itemize on all patient bills the procedures and supplies Contractor used to render Services.
- iii. Be capable of responding to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

- f. Consideration** – Contractor agrees that the requests for ambulance service referred to it under this Agreement is fair and adequate consideration for providing the Services under this Agreement.

2. Compliance with Applicable Law. – Contractor shall comply with Applicable Law in the operation of its business, including human resource management, and in the provision of the Services.

a. Medicare and Medicaid Compliance Program Requirements –Contractor shall implement a comprehensive compliance program for its activities, including processes related to documentation, claims processing, billing, and collections. Contractor’s compliance program shall materially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers most recently published in the Federal Register. Contractor will engage a qualified entity to conduct a claims review annually as described in the OIG Compliance Guidance. During Contractor’s claim review, a minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. Contractor will submit the report to City within 120 days of the end of each year of the Agreement.

b. HIPAA Compliance Program Requirements – Contractor shall implement a comprehensive plan and develop appropriate policies and procedures to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and current rules and regulations enacted by the US Department of Health and Human Services ("HIPAA").

Contractor shall ensure it is compliant with HIPAA. Contractor shall immediately report any HIPAA violation related to this Agreement to City including Contractor’s actions to remediate the violation.

Pursuant to HIPAA, City is a “Covered Entity.” Contractor is City’s business associate under HIPAA and will enter a Business Associate Agreement with City pursuant to providing Services under this Agreement, attached as Appendix A.

c. CONTRACTOR'S Anti-Kickback Policies. CONTRACTOR will comply with its Code of Conduct, and Anti-Kickback policies and other compliance policies, as may be amended from time-to-time and will provide these policies to the City upon request., CONTRACTOR represents and warrants that its personnel shall comply with CONTRACTOR's compliance policies, including training related to the Anti-Kickback Statute.

d. Ability to Participate in Federal Healthcare Programs. CONTRACTOR represents and warrants that neither it nor any practitioner who orders or provide services on its behalf

has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a).

- e. CONTRACTOR further represents and warrants that it is eligible to participate in Federal healthcare programs and in any other state or federal government payment program.
 - f. CONTRACTOR shall prohibit any of its personnel that have been excluded from participation in Federal healthcare programs from providing Services to City under this Agreement.
3. **Product Endorsement/Advertising/Use of Name** – The Contractor shall not use the City or Fire District 5 to endorse any products, services, or political activities without the express written consent of the Contract Administrator, which consent may be sought through the EMS Program Manager.
4. **Notice of Litigation** – Contractor shall notify City within 24 hours of becoming aware of any material litigation or potential material litigation.
5. **Location of Offices** - Contractor shall maintain an administrative office within Clark County Limits. Contractor shall notify the EMS Program Analyst in writing 90 days before moving the office.
6. **Responsible Individual** – Contractor's designated representative shall work physically in the Contractor's local administrative office. Administration of this Agreement shall be the designated representative's primary job function. Contractor shall notify the EMS Program Analyst at least 90 days prior to appointing a new designated representative; provided, if extraordinary circumstances do not permit 90 days advance notice, Contractor shall notify the EMS Program Analyst as soon as possible.
7. **Billing/Collection Services** – On an annual basis, the Contractor shall provide the City with a percentage of charges by payer group.
8. **Agreement Accounting Procedures**
- a. **Invoicing** - The City shall invoice Contractor for liquidated damages following the City's receipt of Contractor's monthly performance reports and the determination of liquidated damages by the EMS Program Analyst. Contractor shall pay City and or dispute in writing invoiced amounts on or before the 30th day after receipt of the invoice. If the disputed invoices have not been resolved to the City or Contractor's

satisfaction, Contractor shall pay the disputed in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

The Contract Administrator will review disputes and make the decision to eliminate, modify, or maintain the appealed liquidated damages in their sole discretion.

b. Compliance Reporting, Audits, and Inspections – Contractor shall maintain separate financial records for Services provided pursuant to the Agreement in accordance with generally accepted accounting principles.

- i. After 15 days' notice and during normal business hours, City and the MPD shall be allowed to observe Contractor's operations. Contractor shall make available for City's and MPD's examination and audit all business records including financial records related to the Agreement at the Contractor's local office or other mutually agreeable location. The City may audit, copy, make transcripts, or otherwise reproduce such records, including contracts, payroll, inventory, personnel and other records, daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, audited financial statements by certified public accountants for Contractor's ambulance operations in the CSA and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation, all relevant fiscal records and other data related to all matters covered by the Agreement.
- ii. The City and the MPD shall, at any time, and without notification, be granted access and allowed to directly observe Contractor's operation of its dispatch center, maintenance facility or any ambulance post location. The City and the MPD shall be allowed, after providing at least 5 minutes' notice, to ride as third person(s) on any of Contractor's ambulance units; provided however that in exercising this right to inspection and observation the City will conduct itself in a professional and courteous manner, shall not interfere in any way with Contractor's personnel in the performance of their duties and contractual responsibilities or otherwise in Contractor's relationship with its personnel, and will abide by Contractor's policies and procedures for ride-a-longs.

City may require Contractor to provide periodic report(s) in the format specified by the EMS Program Analyst to demonstrate billing

compliance with relevant rules and regulations and adherence with approved and specified rates.

Contractor shall maintain current and accurate billing and accounts receivable information. During the Term, Contractor shall provide to the EMS Program Analyst, within 120 days after of Contractor's fiscal year, written data that clearly identify collection rates and compliance with rate structure as well as the preliminary balance sheet and income statement for its operations under this Agreement. City will maintain confidentiality of submitted financial records and statements in compliance with Applicable Law.

Contractor shall execute and provide an Affidavit of Compliance to City annually, which states that all billings and charges are in compliance with Applicable Law.

Contractor shall forward bills, charts, and other related materials within 15 days of a request by the EMS Program Analyst.

If the EMS Program Analyst determines an independent review or audit by a certified public accountant is necessary, the EMS Program Analyst will advise Contractor in writing of the City's intent to procure the review or audit. The Contractor shall not be obligated to pay more than the commercially reasonable costs and fees for any review or audit.

9. **City Contract Administration Costs** – Contractor will reimburse City for certain expenses related to compliance monitoring and managing this Agreement and the provision of medical direction and PSAP services ("Costs"). The annual payment is as stated in Appendix B. The Contractor shall pay the annual payment in monthly installments beginning on the Effective Date of the Agreement. Contractor will pay subsequent payments on or before the last day the month. For the avoidance of doubt Contractor's second payment is due on or before January 31st. Contract Administrator may increase the Costs annually based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue) or the Parties may renegotiate the Costs at any time due to unforeseen economic changes. City will not use Contractor's annual payment for any purpose that could violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. City will provide an updated appendix to Contractor within thirty days of any increase.
10. **Liquidated Damages Increases** – City will increase liquidated damages amounts annually based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue).
11. **Readiness Fee** - The Parties agree that Contractor will charge no Readiness Fee in the first

year of the Term. No later than November 30th of any year of the Term the parties will agree on a Readiness Fee to support Contractor's provision of the services during the next year of the Term. City shall pay the readiness fee on a monthly basis in equal amounts. The readiness fee is included in appendix B. Contractor may increase Readiness Fee amounts annually, starting with the third year of the term, based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue).

12. Performance Security– Contractor shall provide performance security in the amount of \$5,000,000 during the first year of the Term and in the amount of \$3,000,000 during the second year and any later year of the Term. The performance security shall be in one of the following forms:

- a. A performance bond issued by a bonding company, appropriately licensed and acceptable to the City; or
- b. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the City and from a bank or other financial institution acceptable to the City.

Following the occurrence of: (i)–(iii) the City may draw on the performance security funds:

(i) City declares that Contractor is in Default; (ii) Contractor fails to cure the Default within thirty (30) days; and (iii) City terminates the Agreement.

13. Continuous Service Delivery – Contractor shall work with City to ensure continuous and uninterrupted delivery of services following its Default, regardless of the nature or cause of the Default.

14. Annual Performance Evaluation - The Contract Administrator will evaluate Contractor's performance annually; the resulting evaluation report will be provided to the Vancouver City Council.

The following information will be included in the performance evaluation:

- a. Response Time performance standards assessed with reference to the minimum standards in the Agreement.
- b. Clinical performance standards assessed with reference to the minimum requirements in the Agreement.
- c. Initiation and progress of innovative programs to improve system performance.
- d. Workforce stability, including documented efforts to minimize personnel turnover.

- e. Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement.
- f. Compliance with information reporting requirements.
- g. Number of conducted community education events.
- h. Public Relations (PR) activities, first responder recognition.
- i. Government relations contact report.
- j. Contributions, cash or in kind, to communities within the CSA; and,
- k. Review Financial Statement to ensure the Contractor is a going concern.

15. Transition Planning

- a. **Competitive Procurement Required** – Contractor acknowledges that City intends to conduct a competitive procurement process for the provision of Emergency Ambulance service within the CSA Area prior to the termination of this Agreement. City may select a different ambulance service provider to provide exclusive Emergency Ambulance services; Contractor shall enter an amendment with City to ensure the continuous delivery of Services and successful transition of Services to a different provider as necessary, including during any procurement process.
- b. **Future Procurement Cycles** – The Contractor acknowledges and agrees that supervisory personnel, EMT's, Paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, regardless of which service provider provides services to City. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its personnel who apply for work on a contingent basis with competing proposers and shall allow its personnel to sign contingent employment agreements with competing proposers at its personnel's discretion without penalty.

16. "Lame-duck" Provisions – For a period not to exceed six months, Contractor shall provide all Services under the Agreement until the City, or a new entity assumes service responsibilities regardless of the reason for termination of the Agreement. Under these circumstances Contractor shall serve as a lame duck Contractor, as follows:

- a. Contractor shall continue the Services at the same level of effort and performance in effect prior to the award of a subsequent agreement to a different service provider.
- b. Contractor shall not change methods of operation or personnel compensation with the goal of reducing Contractor service and operating costs to make a profit during the final stages of the Agreement.
- c. City will not unreasonably withhold its approval of Contractor's request to begin an orderly transition process to a different service provider, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as the transition activity does not impair Contractor's performance; and
- d. Contractor personnel may discuss issues related to employment with the selected service provider without adverse employment consequences.

ARTICLE 10

MATERIAL BREACH/TERMINATION

1. Termination

- a. **For Material Breach** – City may terminate the Agreement and pursue any remedy if Contractor materially breaches the Agreement and fails to remedy the material breach within 14 days following receipt of written notice specifying the breach, cure period, and date of termination / step-in date if the breach remains uncured.

The following are material breaches of the Agreement:

- i. Contractor's failure to comply with Applicable Law or any uncured material term of this Agreement.
- ii. Contractor's falsification of data required under this Agreement and data requested under this Agreement.
- iii. Contractor's repeated failure to maintain equipment as required under this Agreement. "Repeated" means failure to maintain for three consecutive instances or five instances of noncompliance in any twelve-month period.
- iv. Contractor's unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period. For the avoidance of doubt so long as Contractor makes best efforts to retain personnel during any "lame duck" period, Contractor personnel attrition resulting in scaled down operations will not breach this section so long as Contractor engages

with City to ensure continued contractual compliance for the remainder of the “lame duck” period.

- v. Failure of Contractor to meet Response Time requirements in any given subset for three consecutive months or five instances of noncompliance in any twelve-month period.
- vi. Contractor’s failure to comply with third-party vehicle lease provisions.
- vii. Contractor’s failure to reasonably cooperate and assist City in the investigation or correction of any default, breach, or infraction.
- viii. Failure to pay undisputed liquidated damages within 30 days’ written notice of the imposition of such liquidated damages.
- ix. Contractor’s failure to maintain insurance required under this Agreement.
- x. Contractor’s failure to maintain the performance security requirements as specified in the Agreement.
- xi. Contractor’s failure to reasonably cooperate with City in the event City exercises its step-in rights under Section 10.2.
- xii. Any other willful acts or omissions of Contractor that impact public health and safety.
- xiii. City may waive any material breach under this section in writing in its sole discretion. A waiver of one material breach may not be deemed a waiver of any later material breach.

b. By Mutual Written Agreement - The Agreement may be terminated by written mutual consent.

c. City Option to Terminate Without Cure Period - The City may immediately terminate the Agreement without a cure period, effective upon written notice, if Contractor materially breaches any of its obligations under the Agreement. In the event of termination under this section, City will step-in pursuant to Section 10.2 Step-In Rights. City may draw on Contractor’s performance security to support its step-in activities.

d. Contractor Option to Terminate for Material Change - Contractor shall notify City in writing in the event of a material change that affects the fundamental economic terms of this Agreement. Upon receipt of Contractor’s written notice, the Parties will work together to negotiate a good-faith resolution within 90 days, executing a written amendment as necessary to address the material change. If the Parties are unable to successfully negotiate a resolution after the 90-day period, Contractor may terminate this Agreement with an additional one hundred eighty (180) days prior written notice to City.

e. Without Cause – After the first year of the term either Party may terminate this Agreement without cause upon 240 days prior written notice.

f. Year One Limitation – Contractor may not exercise option d during the first year of the term.

- 2. Step-In Rights** - If City determines that a material breach has occurred, or that a labor dispute has or will impact or prevent performance, or if Contractor has or will endanger public health and safety, then the Contract Administrator, in consultation with the City Manager, will determine whether the City will exercise its step-in rights under this Section 10.2.

If the City exercises its step-in rights, Contractor shall reasonably cooperate with the City to allow an immediate takeover of the Services. During this process the City may choose to engage with the current Contractor to pursue an alternative arrangement for services, which may include operationalizing an alliance model system.

Upon City's exercise of its step-in rights Contractor shall deliver to City all ambulances, support vehicles, and associated equipment used in performance of the Services, in compliance with all requirements of the Agreement related to equipment and supplies.

Contractor shall ensure a seamless transfer of billing and collection services to City to ensure an uninterrupted revenue stream.

If City exercises its step-in rights, Contractor and City will enter a Lessor / Lessee relationship regarding Contractor's vehicles and other equipment. City will pay monthly rent to Contractor in an amount equal to the fair market value of such vehicles and equipment. City may require an independent valuation to determine fair market value at Contractor's cost. City will pay Contractor directly; Contractor will pay its debts with those payments. City shall obtain insurance coverage to adequately cover the loss or damage of any property or vehicles during the step-in rights period.

Nothing in this clause will preclude City from seeking rental and debt service payments as damages in any claim against Contractor.

The City may authorize the use of Contractor's vehicles and equipment by another service provider subject to an agreement between the Parties and that third party.

The City will return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, upon termination of City's step-in rights.

City may unilaterally terminate its step-in rights at any time and return facilities and equipment to Contractor.

ARTICLE 11 INDEMNIFICATION, LIABILITY, INSURANCE

- 1. Indemnification** - Contractor shall indemnify, defend, and hold the City, its officers, elected and appointed officials, employees, and agents harmless from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor, except for a claim resulting from City's sole negligence or willful misconduct. City will promptly notify Contractor of a claim under this Section 1 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing and at its own cost.

In addition to City indemnification, Contractor shall indemnify, defend, and hold harmless, Fire District 5, and its commissioners, officers, employees, and agents from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor.

Contractor assumes liability for actions brought by its own personnel against City and Fire District 5 and solely for the purpose of this indemnification and defense, Contractor waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the Parties.

- 2. Limitation of Liability** - The Parties liability under this Agreement is uncapped.
- 3. Insurance** - Contractor shall maintain insurance during the Term, through a provider licensed to do business in the State of Washington, sufficient to meet its obligations under this Agreement in amounts not less than:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

COVERAGE	LIMITS OF LIABILITY
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this agreement. Combined Single Limit	\$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Per Occurrence	\$10,000,000
V. Malpractice	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$2,000,000

In addition to the coverage and limits listed above, Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured to the General and Auto Liability Insurance policies. The City of Vancouver, Medical Program Director and Clark County Fire District 5, their Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws and shall timely make all required payments in connection those laws.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

- e. Coverage Trigger: The insurance must be written on an “occurrence” basis, with the exception of the malpractice insurance, which may be written on a “claims made” basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City’s request, by submitting an insurance certificate to the City on a standard “ACORD” or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington.

ARTICLE 12

MISCELLANEOUS PROVISIONS

1. **Order of Precedence** - Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Agreement Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
2. **Notices** - All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
EMS Program Analyst
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us
Michelle.bresee@cityofvancouver.us

For the Contractor:
American Medical Response
Attn: Legal Department
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

Either Party may change the designated contact, or any information listed above by giving advance notice in writing to the other Party.

3. **Relationship of the Parties** - The relationship of the Parties under this Agreement is that of independent contractors. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. No Party nor any agent of a Party may bind the other Party except as expressly stated in this Agreement.

4. **Waiver** - A Party's waiver of any term of this Agreement must be in writing and be signed by the Party waiving compliance. A waiver may be relied on only for the specific waiver granted by a Party in the signed writing. A Party's failure to enforce any term or condition of this Agreement is not a waiver of that term or condition under this Section 12.5.
5. **Amendment** - This Agreement may not be altered, changed, or amended except by an instrument in writing executed by the Parties' authorized representatives.
6. **Severability** - If a court with jurisdiction over the matter determines that any clause of this Agreement is unenforceable it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
7. **Survival** – Section 11.1, Section 11.2 and, Section 12.14 Public Records Act Compliance, the Business Associate Agreement between the Parties, and any continuing obligations under Applicable Law will survive termination of this Agreement.
8. **E-Verify:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor personnel and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **Compliance with the Law** - The Contractor shall comply with Applicable Law in the performance of the Services under this Agreement.
10. **City Business and Occupation License** - Contractor shall obtain all business and occupation licenses, permits, and similar legal authorizations required to perform the Services. The Contractor shall hold a city business license. Contractor shall apply for the city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.
11. **Assignment** – Contractor will not assign this Agreement without City's prior written consent.
12. **Governing Law/Venue:** This Agreement shall be governed by the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in

connection with this Agreement shall be brought in the Superior Court of Clark County, Washington, or the Western District of Washington.

- 13. Public Records Act Compliance:** Any public record related in any way to this Agreement may be subject to inspection and copying under the Washington Public Record Act, Chapter [42.56](#) RCW. The City will timely provide Contractor with a copy of any public record request to inspect or copy documentation relating to this Agreement, including for public records provided to the City and marked as proprietary and confidential, prior to allowing any inspection and/or copying and provide Contractor with a time frame, consistent with RCW [42.56.520](#) to reply with its reasoning for exempting relevant parts of the record. If City disagrees with Contractor's basis for nondisclosure, the City will withhold release of the requested documentation/information in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to file a legal action pursuant to RCW [42.56.540](#), as adopted or amended, and then serve the City with any protective order. City shall not be liable for any loss or damage resulting from a release of records so long as the City acted in good faith in releasing the records.
- 14. Debarment:** Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
- 15. Equal Employment Opportunity:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, or genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws..
- 16. Force Majeure:** Neither Party will be liable for a delay in performing an obligation under this Agreement that is due to any of the causes (which causes are referred to as "Force Majeure") to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts, national strikes, fire or explosion, for a period of thirty days, with notice to the other Party of the event requiring the delay as soon as possible following identification of the force majeure event. The Parties will work together in good faith to negotiate temporary changes to Contractor obligations in the event the force majeure period will extend beyond thirty days.

17. Entire Agreement: This Agreement incorporates all the agreements, covenants and understanding between the Parties and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the Parties or their agents is valid or enforceable unless expressly set forth in this Agreement.

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

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CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

American Medical Response Northwest, Inc., a Delaware corporation

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Appendix A Business Associate Agreement

This Business Associate Agreement (“BAA”) is by and between the City of Vancouver, a Washington municipal corporation (“City” or “Covered Entity”) and American Medical Response Northwest, Inc., a Delaware corporation (“Contractor” or “Business Associate”) and is effective on January 1, 2025 (“Effective Date”) in connection with Ambulance Services Agreement between the Parties effective January 1, 2025 (“Agreement”), to which this BAA is an exhibit. City and Contractor are each a Party and collectively the Parties. Capitalized but undefined terms will have the meaning given them in the Agreement. This BAA shall only apply to the extent American Medical Response Northwest, Inc. is deemed a business associate under applicable law.

Recitals

1. City is a “Covered Entity” as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”), Privacy Standards and Security Standards, 45 C.F.R. Parts 160, 164 (the “Privacy Standards” and “Security Standards”).
2. Contractor is a “Business Associate” as that term is defined in the Privacy Standards and Security Standards, and may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information on behalf of the Covered Entity as well Health Care Information as defined in RCW 70.02.010 (together, the “PHI”) in connection with providing the Services.
3. Covered Entity will share PHI with Business Associate in connection with receiving the Services under the Agreement.
4. Pursuant to the Privacy Standards and Security Standards, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and compliance with applicable law, including HIPAA, the HITECH Act, and Ch 70.02 RCW (“Applicable Law”).
5. This BAA contains the terms and conditions under which Covered Entity will share and Business Associate will receive, access, and manage PHI in connection with providing the Services in compliance with Applicable Law.

Agreement

The Parties agree as follows:

1. **Permitted and Required Uses of PHI.** All PHI that is created or received by Covered Entity and disclosed or made available in any form to Business Associate, including paper record, oral communication, audio recording, and electronic display or is created used, accessed, maintained, transmitted, disclosed, or received by Business Associate on Covered Entity’s behalf is subject to this BAA. Business Associate shall create, receive, maintain, and transmit PHI solely in connection with providing the Services pursuant to the Agreement, including its internal management and administration in connection with the Agreement, in compliance with Applicable Law and this BAA.

2. **Business Associated Prohibited Uses.** Business Associate shall not create, receive, maintain, or transmit PHI except as permitted by this BAA or Applicable Law.
3. **Business Associate Safeguards to Protect PHI.** Business Associate shall (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's PHI (including electronic PHI or "ePHI") in accordance with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent or subcontractor who receives Covered Entity's PHI or ePHI from Business Associate agrees to implement equivalent administrative, physical and technical safeguards; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards; (4) report any security breaches involving Covered Entity's PHI within 24 hours of discovery; and (5) perform periodic risk assessments regarding its security practices.
4. **Business Associate Safeguards.** In addition to all safeguards it may implement to comply with the Security Standards, Contractor shall implement the following security safeguards:
 - A. *Least Privilege.* Contractor will ensure only Authorized Persons have access to PHI. Contractor will implement authentication and access controls to enforce least privilege. Authorized Persons means Contractor's authorized employees and authorized subcontractors that have a legitimate need to access PHI to perform obligations under the Agreement. Contractor shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this BAA.
 - B. *Site Security.* Contractor shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
 - C. *Vulnerability Management.* Contractor shall maintain a vulnerability management program or ensure its vendors maintain a vulnerability management program and regularly patch software vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
 - D. *Data Encryption.* Contractor shall encrypt all PHI in transit and at rest. Contractor shall ensure any mobile media that may contain PHI is encrypted. Contractor shall ensure its internal networks, including wireless networks, encrypt network activity. Contractor encryption in transit must be FIPS 140-2 certified and use minimal 128-bit strength symmetric cipher key. Contractor encryption at rest must be FIPS 197 certified and at least 256-bit strength.
 - E. *Privacy and Security Training.* Contractor shall provide all Authorized Persons with training on information security and data privacy knowledge, including protection of PHI, at least once per year.
 - F. *Location of PHI.* Contractor shall maintain PHI solely in data centers located in the United States.

G. *Business Continuity and Disaster Recovery.* Contractor shall maintain a business continuity plan and a disaster recovery plan. Contractor's backup or disaster recovery sites that maintain PHI should be geographically separated.

5. **Business Associate Representation and Warranty Regarding Security Practices.**

Business Associate acknowledges that City is relying on the administrative, physical, and technical safeguards implemented by Business Associate in selecting Business Associate to provide Services to City. Business Associate represents and warrants that it has adopted, implemented, and shall maintain, for so long as Business Associate has access to, creates, maintains, uses, or transmits PHI or other confidential information, adequate and appropriate safeguards in order to: (i) protect the confidentiality and security of PHI obtained from, or created on behalf of, Covered Entity and (ii) prevent the use or disclosure of PHI other than as provided for by this BAA and Applicable Law.

6. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure.**

Business Associate shall report to Covered Entity any unauthorized use or disclosure of any PHI not more than 24 hours after becoming aware of an unauthorized use or disclosure of PHI by Business Associate, its officers, directors, employees, contractors, agents or by a third party to which Business Associate disclosed the PHI. Contractor shall provide notice to the City party named in Article 12.3 of the Agreement.

7. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure of Unsecured PHI.**

A. Breach Defined. A PHI breach occurs when Unsecured PHI may have been used, accessed, disclosed, or acquired in a manner not permitted under this BAA.

B. Unsecured PHI Defined. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary [in the guidance issued under section 13402\(h\)\(2\) of Public Law 111–5](#) (last accessed July 25, 2024).

C. Breach Notice. If Business Associate has reason to believe that a breach has occurred, Business Associate will, within twenty-four hours of discovery, give Covered Entity notice. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, (which includes any person, other than the individual committing the breach, who is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

D. Breach Mitigation and Remediation. Business Associate shall immediately mitigate and remediate any unauthorized access to PHI and shall devote such resources as may be required to accomplish that goal. The Business Associate shall cooperate with all Covered Entity efforts, including providing information necessary to enable Covered Entity to fully understand the nature and scope of the breach including but not limited to identification of each individual who has been affected by the breach.

- E. Breach Investigation. The Business Associate will investigate a breach of unsecured PHI to determine if the PHI has been compromised based upon a risk assessment in accordance with Section 164.402(2).
 - F. Notification; Costs. Business Associate will provide assistance at no cost to Covered Entity and in accordance with the Covered Entity's policies and standards. Business Associate must coordinate with Covered Entity on any public notification or notice to any individual, media outlet, or the Secretary of Health and Human Services and will take no action prior to consulting with Covered Entity. Business Associate shall pay the full costs of any required notice to affected individuals, including the costs to retain an outside consulting firm to undertake the notification effort and will supply City with the following information to make such notification: (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code). (3) A brief description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
8. **Business Associate Agents and Subcontractors**. Business Associate shall enter into an agreement with its agents and subcontractors to ensure that its obligations under this BAA apply to the agents or subcontractor(s), including the Security Standards as applicable.
9. **HHS Audit**. Business Associate shall make its internal practices, books and records ("Documents") relating to its obligations under this BAA regarding PHI available to the Secretary of the U.S. Department of Health and Human Services upon request ("HHS") for purposes of determining the Parties' compliance with the HIPAA Standards. Business Associate shall provide Covered Entity with a copy of any Documents within five days of providing Documents to HHS.
10. **Record Requests**. Business Associate will provide Covered Entity with information requested by an individual that exists in a designated records set within ten days of receiving the request from Covered Entity in accordance with 45 CFR § 164.528. Business Associate will amend any information following a request by an individual in accordance with 45 CFR § 164.526.
11. **Term; Termination**. The term of this BAA begins on the Effective Date and terminates on the Agreement termination date. Covered Entity may terminate this BAA if it determines Business Associate has violated a material term of the Agreement and does not cure the violation within seven days from the date of written notice of the material breach. City may determine the breach cannot be remedied and terminate this BAA immediately in its discretion.

12. **Business Associate PHI Obligations upon Termination of the Agreement.** Business Associate shall return or destroy all PHI received from Covered Entity, or created or received on behalf of Covered Entity, that Business Associate maintains in any form upon termination of the Agreement. Business Associate will retain no copies of PHI. If Business Associate determines that return or destruction of any PHI is not feasible, Business Associate shall notify Covered Entity of the reasons why return or destruction is not feasible. If Covered Entity is in agreement that return or destruction is not feasible, then Covered Entity will agree to extend the protections of this Agreement to that information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or its business associates maintain PHI. The obligations under this section will survive termination of this Agreement.
13. **Indemnification.** Contractor and Business Associate shall indemnify City and Covered Entity pursuant to Article 11.1 arising from any actual or suspected breach of this BAA. The obligations under this section will survive termination of this Agreement.
14. **Covered Entity Audit Rights.** Covered Entity may, at any time, monitor, audit, and review Business Associate's activities and methods in implementing this BAA in order to ensure Business Associate's compliance with it. Contractor will complete City's information security questionnaire upon request from City at no cost to City.
15. **Other Provisions.** The provisions of Article 12 the Agreement are fully incorporated into this Agreement. The Parties will amend this BAA pursuant Article 12.2 if any Applicable Law changes to ensure continued compliance with Applicable Law.

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

Covered Entity

Business Associate

By:
Title: City Manager
Date Signed:

By:
Title:
Date Signed:

Appendix B – Rates

American Medical Response – Patient Rates

2025

ALS Calls Originating from 9-1-1:

Bundled Emergency Base Charge	\$1,813.39
Mileage Charge: multiply the proposed per-mile charge times 7	<u>\$209.09</u>
Weighted Charge (A) =	\$2,022.48

BLS Calls Originating from 9-1-1:

Bundled Emergency Base Charge	\$1,527.07
Mileage Charge: multiply the proposed per-mile charge times 7	<u>\$209.09</u>
Weighted Charge (A) =	\$1,736.16

ALS (Non-9-1-1 (Routine) Transport Response within EMSD2

Bundled Emergency Base Charge	\$1,145.29
Mileage Charge: multiply the proposed per-mile charge times 17	<u>\$507.79</u>
Weighted Charge (B) =	\$1,653.08

BLS (Non 9-1-1 (Routine) transport Response within the

Bundled Emergency Base Charge	\$954.42
Mileage Charge: multiply the proposed per-mile charge times 17	<u>\$507.79</u>
Weighted Charge (B) =	\$1,462.21

2025 Dedicated Stand-By Service Charge (per hour): \$205.00

2026 Readiness Fee: \$1,001,349

2025 City Contract Administration Costs Fee: \$650,000

Liquidated Damages: Time Life Priority (Priority 1 & 2) Emergent (Priority 3 & 4) Non-Emergent (Priority 5 & 6) responses for each of the ERZ

Compliance %	Liquidated Damages
≥89% < 90%	\$6,690
≥88% < 89%	\$10,035
<88%	\$13,380

For consecutive months of non-compliance, the following escalator will be used:

- 2 months in a row – 2% added to baseline.
- 3 months in a row – 5% added to baseline.
- 4 months in a row – 10% added to baseline.
- 5 months in a row – 15% added to baseline.
- 6 months in a row – 25% added to baseline.
- 7 months in a row – 35% added to baseline.
- 8 months in a row – 45% added to baseline.
- 9 months in a row – 55% added to baseline.
- 10 months in a row – 65% added to baseline.
- 11 months in a row – 80% added to baseline.
- 12 months in a row – 100% added to baseline.

If out of compliance for more than 12 months, the 12-month rate will be used until compliance is met.

Events and Liquidated Damages

Event	Criteria	Liquated Damages
Failure to provide timely operational reports	Operational and Response Time reports are due on specific date after close of month	\$67 per report per day received after specified due date
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit	All priority 1-4, 9-1-1 emergency calls shall be responded to by an ALS ambulance. All priority 5/6, 9-1-1 emergency calls shall be responded to by a BLS ambulance.	\$1,338 for every incident in which a BLS ambulance responds and transports a patient that requires an ALS ambulance.
Failure to report on- scene time	Each time an Emergency Ambulance is dispatched, the crew shall report and document on-scene time	\$335 for each time on-scene time is not reported and documented
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific date after close of month	\$67 per report or data submission per day received after specified due date
"Failure to Respond" to an emergency request for a response from the PSAP	Contractor shall respond to all official requests for a response from the PSAP "Failure to Respond" is defined by Contractor not sending an ambulance enroute to an emergency request within 60 minutes of notification from the PSAP	The City shall impose minimum liquidated damages of \$13,380 for each failure to respond to an official call by Contractor. Prior to imposition of these specific liquidated damages, the City will conduct an investigation of the incident
Failure to comply with a lawful order by the (IC) or designate	The Contractor shall follow all lawful orders directed by the jurisdictional CSA agency of the incident, within the scope of work, as defined by EMS protocols and this Agreement. Contractor shall function within the jurisdictional CSA agency's incident command system and comply with all SOP's.	The City shall impose minimum liquidated damages of \$13,380 for each failure to respond to an official and lawful order by the IC or designate. Prior to imposition of these specific liquidated damages, the City will conduct an investigation of the incident
Mutual aid response requests exceed 3% of calls in any month	Mutual aid response requests shall not exceed 3% of calls in any month	The City shall impose minimum liquidated damages of \$13,380 for each month this limitation is breached.
Minor breaches	Minor breaches	The City may impose liquidated damages of \$669 for minor breaches.

Appendix C - EMSD2 Provisions

This Appendix, pages 72-80, sets forth the sections of the Agreement that include EMSD2 and its Participating Jurisdictions. These terms control in the event of a conflict between the Agreement and this Exhibit while the EMS Interlocal Cooperation Agreement between the City, County, and EMSD2 is in effect. This Exhibit will terminate on the date the EMS Interlocal Cooperation Agreement terminates, at which point this Exhibit will have no further force or effect. In this Exhibit, terms that apply while the EMS Interlocal Cooperation Agreement is in effect are underlined.

5. Definitions:

"Contracted Service Area" or "CSA" - The combined geographic area within the corporate limits of the cities of Battle Ground, LaCenter, Ridgefield, Vancouver and Woodland; and within the portions of unincorporated Clark County, including Fire District 5, for the purpose of group purchasing of ambulance services, as shown Figure 1 on page 80.

"District" or "EMSD2" - Clark County Emergency Medical Services District #2 established by ordinance pursuant to RCW 36.32.480.

"Interlocal Cooperation Agreement" - Interlocal Agreement for the Provision Of Ambulance Transport Services Between The City Of Vancouver And Clark County Emergency Medical Services District # 2 effective on January 1, 2025 through December 31, 2025.

"EMS Program Analyst" - The City Project Fire Management Analyst for the terms of this Agreement, or their designee. The EMS Program Analyst supports the Interlocal Cooperation Agreement, and provides analysis and data included in Contractor's reporting, billing and audit requirements.

"Regulated Service Area or RSA" - The combined area of the corporate limits of the cities plus the unincorporated areas of Clark County and all other general-purpose jurisdictions that have adopted the Uniform EMS Ordinance and entered into the Interlocal Cooperation Agreement. This includes EMSD2 and any jurisdiction that may join or leave EMSD2 in the future. As of 2/8/24, the City is not included in the RSA.

6. Exclusive Non 9-1-1 ("Routine") Service Provider in EMSD2: The Contractor shall be the ambulance organization, authorized by the EMSD2, in the awarded RSA, to provide exclusive non-emergency ground ambulance services. All requests for EMS originating in the City processed through CRESA 9-1-1 will be referred to the Contractor or its subcontractor. Non 9-1-1 ("Routine") transports shall be directed to the Contractor's 7-digit local number for processing. If a 7-digit call is determined to be a 9-1-1 call during call processing (emergency medical dispatch), it will be promptly referred back to CRESA.

ARTICLE 2

CONTRACTOR'S FUNCTIONAL RESPONSIBILITY

- 3. Services Description** – The Contractor shall provide all Emergency Ambulance services for all residents and other persons physically present in the CSA, with the exception of some or all Priority 1-2 responses in the Clark-Cowlitz Fire Rescue (CCFR) area in the designated Northwest area of Clark County. Such Emergency Ambulance services shall be provided at the ALS level for Priority 1-4 responses and at the EMT BLS level for Priority 5-6 responses. The Contractor shall be the ambulance organization authorized by the EMS2 to provide Non 9-1-1 (“Routine”) ground ambulance services in the awarded RSA covered under this RFP. All requests for EMS originating in the City processed through the 9-1-1 facilities will be referred to Contractor or its subcontractor. Non 9-1-1 (“Routine”) transports shall be directed to the Contractor’s 7-digit local number for processing.

Article 3.2.b

Field Supervision – The Contractor shall provide 24-hours a day on-duty supervisory coverage within the CSA, with one field supervisor for each shift. Contractor shall appoint a field supervisor who is clinically and administratively experienced and a competent Paramedic with prior teaching/training experience and who will: interface daily/brief with the City of Vancouver Fire Battalion Chiefs and other CSA agencies;

Article 3.4

- 9. Equipment and Supplies** - The Contractor shall provide all equipment and supplies currently required by the current Standard of Care. If the Standard of Care changes, Contractor will promptly update its equipment and supplies to conform to the updated standard. Contractor shall ensure its medical equipment is interoperable and compatible with existing equipment of the CSA agencies. Please see the current list of equipment in Exhibit 3. City may consider exceptions in its discretion and in compliance with Applicable Law.

ARTICLE 4

OPERATIONS

The operations performance specifications set forth in Article 4 of this Agreement encourage continuous improvements in the level of service provided in the City and EMS2 and clarifies Contractor expectations and accountability. The following provisions define the expectations, core requirements, and activities required of the Contractor.

- f. Emergency Response Zones** - The Emergency Response Zones (ERZ) are defined by ambulance call density. The two zones that comprise the CSA are distinguished by response times and each zone is applied to multiple areas of the City and EMSD2, which may not be contiguous. The zones are designated as high call density (A) and low call density (B). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response. These areas are described on the map set forth in Exhibit 1.
- g. All Emergency Calls.** Contractor shall be the exclusive ambulance services provider and respond to all emergency medical calls received through the 9-1-1 system with the exception of some or all Priority 1-2 responses in the Clark-Cowlitz Fire Rescue area in the designated Northwest area of Clark County as well as those emergency calls received through means other than 9-1-1.
- h. Non 9-1-1 ("Routine") Calls** – Contractor may respond to ALS and BLS Non-9-1-1 ("Routine") within the CSA, and shall be the exclusive ambulance services provider and respond to all ALS and BLS Non-9-1-1 ("Routine") within EMSD2.
- i. Primary Response to Isolated Peripheral Areas of the CSA** - While the Contractor shall respond to all 9-1-1 calls originating in the City and EMSD2, there are areas on the periphery where the nearest ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, the City will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction.

Article 4.2(a)(b)

- c. Description of Call Classification** – The Contractor shall meet specified Response Times Standards classified as "Time Life Priority (Priorities 1 & 2)," "Emergent (Priorities 3 & 4)," "Non-Emergent (Priorities 5 and 6)," and Non-9-1-1 ("Routine"), all as set forth in Table 4. Priorities 1 through 6 are accomplished by presumptive prioritization in accordance with the current Emergency Medical Dispatching protocols as approved by the MPD. Routine classifications include BLS and ALS Non-9-1-1 ("Routine") transfers within the EMSD2 RSA only.
- d. Response Time Performance Requirements** - The two ERZ's -- designated as high call density (A) and low call density (B) -- shall be used for Response Time monitoring, reporting, and compliance purposes. In addition, the calls in each ERZ will be separately measured in the layers identified in Table 4. Priorities 1 - 6 are defined based on the MPDS or as determined by the MPD. Non-9-1-1 ("Routine") transport requests for ambulance service are defined as Non-9-1-1 ("Routine") transports at the BLS or ALS level of service. The applicable Response Time Standard performance requirements for the ERZ's are specified in Table 4. Contractor shall submit Response Time Standards breaches to the

EMS Program Analyst and the Operations Manager on the monthly compliance report due date. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

Article 4.2.b.iv

- iv. **Non-9-1-1 (“Routine”) Transport Response (this section applies only to the RSA).** Contractor is the exclusive provider for this service in the RSA.

The Contractor shall place a BLS or ALS ambulance on the scene of all Non-9-1-1 (“Routine”) scheduled ambulance requests within thirty minutes zero seconds (30:00) of the scheduled time for at least 80 percent of all response requests in any calendar month of the Term. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than 12 hours from the time the call is received in the Contractor’s Dispatch Center. If the service receives an emergency request for an ALS Non-9-1-1 (“Routine”) transport, the applicable Response Time requirement will be the same as that for Emergent requests.

If Contractor receives a Non-9-1-1 (“Routine”) transport request with less than a 12-hour notice (unscheduled) the Response Time requirement will be arrival of the ambulance at the patient location within one hundred twenty minutes zero seconds (120:00) of the time of the request for not less than 80 percent of all response requests as measured within any calendar month. Contractor will not go below threshold level 2 for Non-9-1-1 (“Routine”) transports.

Response times shall not apply to (i) transports that have a transport of equal to or more than 40 miles, or (ii) transports ending in Oregon.

Article 4.2.d and e

- f. **Lift Assists, Non-Emergency (Priority 5 & 6) and Non-9-1-1 (“Routine”) Calls** – The Contractor agrees to be the sole provider of extrication and transportation for all non-bariatric patients (weighing less than 300 pounds) with no assistance from the City. Contractor shall not contact City for non-bariatric patient lift assist or for Non-Emergency (Priority 5 & 6) and Non-9-1-1 (“Routine”) Calls. This section may be extended to additional agencies within the CSA during the term of this Agreement with 90 days advance notice to Contractor.

g. Summary of Response Time Requirements - Table 4 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

Table 1: Response Time Requirements

Priorities 1 & 2	Time Life Priority ≥ 90% Compliance		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	≤ 9:59 mins	≤ 19:59 mins	Best Effort
Priorities 3 & 4	Emergent ≥ 90% Compliance		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	≤ 12:59 mins	≤ 19:59 mins	Best Effort
Priorities 5 & 6	Non-Emergent ≥ 90% Compliance		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
Transporting Ambulance	≤ 17:59 mins	≤ 29:59 mins	Best Effort
<u>Routine For the EMSD2 area only</u>	<u>Non-9-1-1 ≥ 80% Compliance</u>		
	<u>Scheduled (Promised Pick-Up Time)</u>	<u>Non-scheduled</u>	<u>Remote (rural)</u>
Transporting Ambulance	≤ 30 mins (12 hr Pre-scheduled)	≤ 120 mins (less than 12 hr Pre-scheduled)	Best Effort

13. Notification of Delays for Non-9-1-1 (“Routine”) and Non-Emergency Responses -

Whenever emergency ambulance response volume necessitates temporary delays in Non 9-1-1 (“Routine”) and non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting Non 9-1-1 (“Routine”) and non-emergency services.

Article 4.4

14. Notification of Delays for Non-9-1-1 (“Routine”) and Non-Emergency Responses -

Whenever emergency ambulance response volume necessitates temporary delays in Non 9-1-1 (“Routine”) and non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting Non 9-1-1 (“Routine”) and non-emergency services.

Article 4.7

Table 2: Non-9-1-1 (“Routine”) Responses Liquidated Damage

<u>Compliance %</u>	<u>Liquidated Damages</u>
<u>≥75% <80%</u>	<u>\$5,352</u>
<u>≥70% < 75%</u>	<u>\$8,028</u>
<u><70%</u>	<u>\$10,035</u>

Article 4.9.d

Contractor’s ambulances may be standard Type I or Type III for 9-1-1 ALS and/or 9-1-1 BLS use. Type II ambulances may be considered for Non-9-1-1 (“Routine”) calls only.

Article 4.9.q

- u.** Contractor shall retrieve equipment from hospitals and deliver it back to the applicable CSA agency. Contractor's supply technician will make routine hospital rounds to local hospitals, retrieve and decontaminate the equipment prior to return to the applicable CSA agency.

Article 4.11.g

Contractor shall ensure its equipment and supplies are interoperable with the existing equipment and supplies of the CSA agencies.

Article 6.c.xi

- a. Data Integration** - Contractor agrees to work closely with the City, EMSD2, MPD and local hospitals to identify and implement ways to pursue further system integration and improve the patient experience such as EPIC and LifeNet. These shall include training integration, medical records systems, and quality review processes. Contractor will provide payment for their equitable portion of the data integration process.

Article 7.4

- 10. Multi-casualty and Disaster Response** – Contractor shall cooperate with CSA agencies in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the multi-casualty and disaster response CSA plan.

Contractor shall provide standby service in the event of a disaster as declared by the Operations Manager, at no cost to the CSA agencies.

If a disaster occurs within the CSA, the Contractor shall assign a Field or Dispatch Manager/Supervisor to deploy to the designated department operations center (DOC) (when activated) as a liaison upon request. In the event the disaster is within the CSA, or in the event the City directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the City and Contractor shall respond in accordance with the multi-casualty and disaster response CSA plan. Contractor shall use best efforts to maintain primary emergency services and may suspend Non 9-1-1 (“Routine”) services upon mutual written agreement with City, which may be by email.

At a multi-victim scene, Contractor's personnel shall perform in accordance with the applicable City and EMSD2 multi-victim response plan and within Incident Command System (ICS).

Article 7.5(a)

- e. Mutual Aid Requirements** – Contractor shall respond in a mutual aid capacity for ambulance services only, or to other service areas outside of the Contract if so directed by the Operations Manager, or in accordance with mutual aid agreements previously approved by the Operations Manager. Contractor shall maintain documentation of the number and nature of mutual aid responses it makes, and nature of mutual aid responses made by other agencies to calls originating within the CSA.

The Contractor should be aware the maximum use of mutual aid responses made by other agencies to calls originating within the City/EMSD2 is capped at 3% of calls.

Article 7.7

Communities May Contract Directly for Level of Effort - Contractor may contract directly with RSA agencies to have an ambulance located within their community with the prior written approval of the EMS Program Analyst.

Article 9.3

Product Endorsement/Advertising/Use of Name – The Contractor shall not use the City or any CSA agency name to endorse any products, services, or political activities without the express written consent of the Contract Administrator and applicable CSA agency.

Article 11.1

4. Indemnification - Contractor shall indemnify, defend, and hold the City, its officers, elected and appointed officials, employees, and agents harmless from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor, except for a claim resulting from City's sole negligence or willful misconduct. City will promptly notify Contractor of a claim under this Section 1 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing and at its own cost.

In addition to City indemnification, Contractor shall indemnify, defend and hold harmless, Fire District 5 and EMSD2, its and their commissioners, officers, employees and agents from and against any from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor.

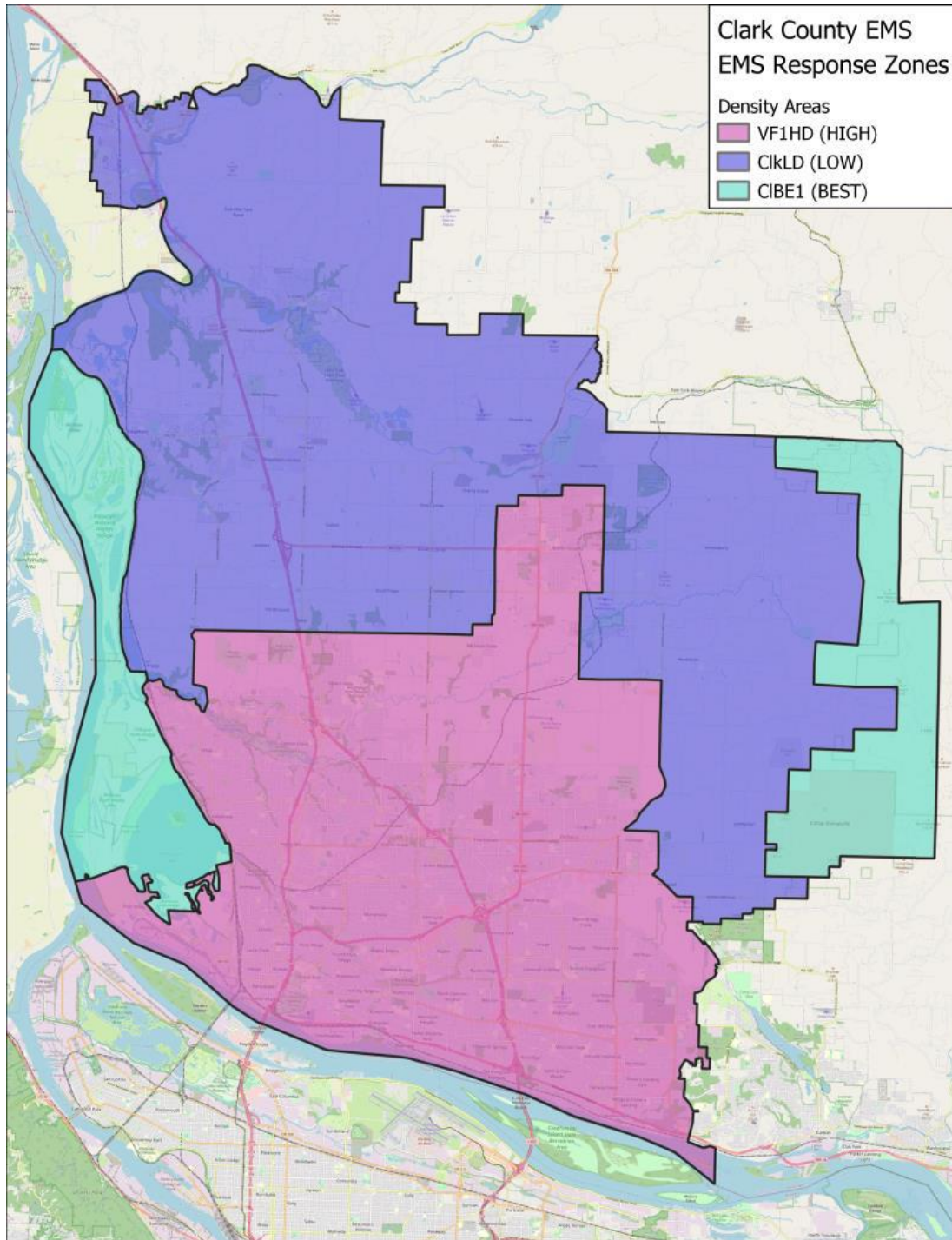
Contractor assumes liability for actions brought by its own personnel against City, Fire District 5, or EMSD2 and solely for the purpose of this indemnification and defense, Contractor waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the parties.

Article 11.3(a)

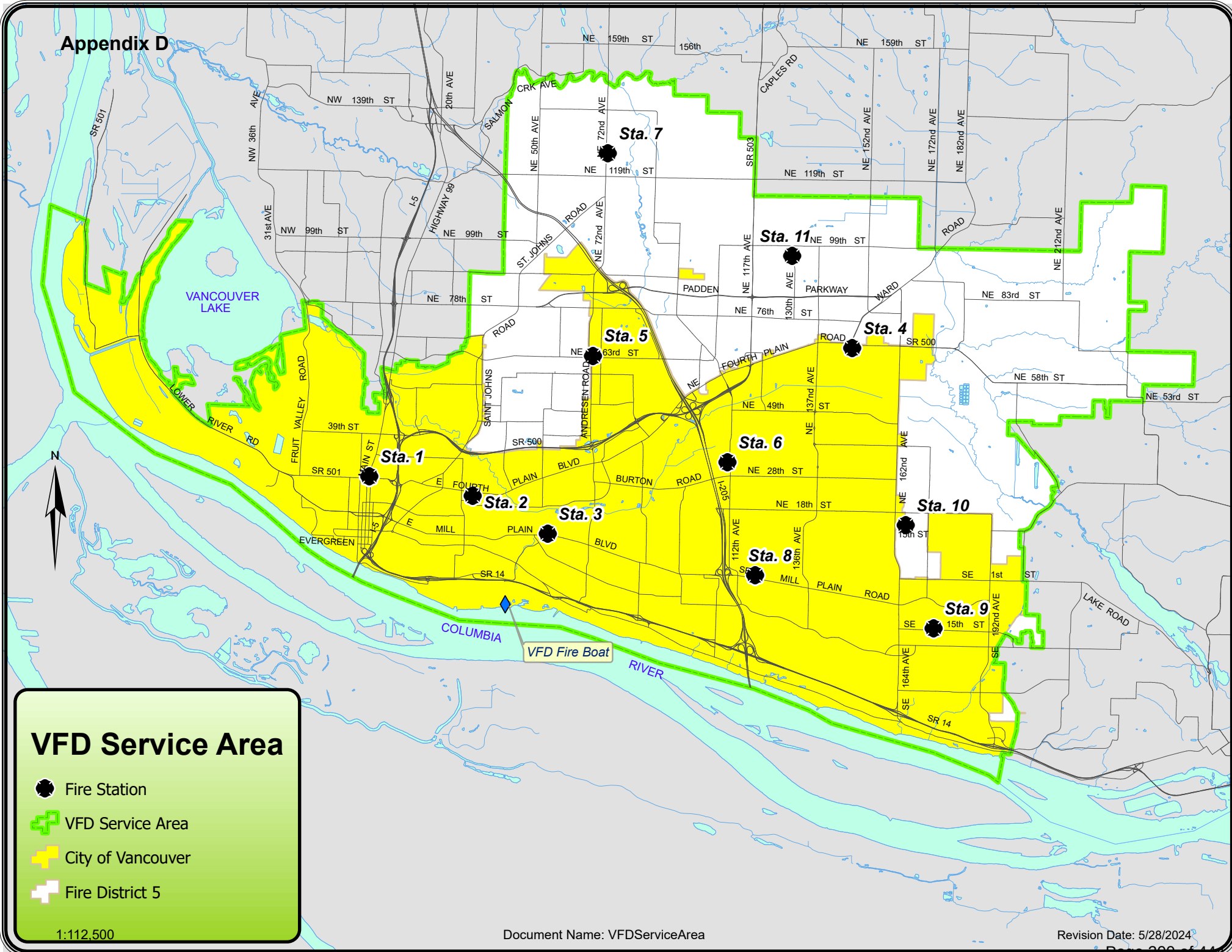
- a. City Listed as an Additional Insured to the General and Auto Liability Insurance policies. The City of Vancouver, Medical Program Director, Clark County Fire Districts #3, 5, and 6, Clark-Cowlitz Fire Rescue, the City of Battle Ground, La Center, Ridgefield, and Woodland and Clark County, their Agents, Representatives, Officers, Directors, Elected

and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

Figure 1: Map of Total CSA



Appendix D



Staff Report: 204-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Contract Award - Agreement between City of Vancouver and Stryker Sales LLC for the Purchase of Monitor/Defibrillator Equipment - #C-101756

Key Points

- The City of Vancouver Fire Department currently has a compliment of Stryker LIFEPAK 15 monitor/defibrillators that have been in service for an average of ten years and need to be replaced.
- The purchase of monitor/defibrillator equipment will replace existing equipment and at a minimum include nineteen monitor/defibrillators and related equipment.
- The agreement establishes a five-year contract for ongoing equipment and accessory needs.
- Primary funding for this project is provided through an Assistance to Firefighters Grant (AFG) funded by the U.S. Department of Homeland Security (DHS) through the Federal Emergency Management Agency (FEMA).

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The City of Vancouver Fire Department currently has a compliment of Stryker LIFEPAK 15 monitor/defibrillators that have been in service for an average of ten years and need to be replaced. The scope of this project includes replacing the existing equipment and establishing a five-year contract for ongoing equipment and accessory needs. The DHS through FEMA has awarded the City of Vancouver fire department a \$778,997 grant under FEMA's AFG program to replace fifteen monitor/defibrillators and related equipment.

The City released a request for proposals (RFP #44-24) to select a supplier for the City's upcoming purchase of monitor/defibrillators and related equipment to replace existing equipment and accessories and at a minimum include nineteen monitor/defibrillators and related equipment.

Along with standard advertising, firms from the MRSC list, which includes veteran, minority, and women-owned firms, were notified of the solicitation.

The City received three proposals for the purchase of monitor/defibrillator equipment. Responses were evaluated for technical qualifications of the unit, firm's qualifications and experience, references, and cost proposal. Stryker Sales LLC was chosen to be the supplier.

Advantage(s)

1. Aging monitor/defibrillators and related equipment will be replaced with new state of the art monitor/defibrillators and related equipment.
2. New monitor/defibrillators and related equipment will be purchased. Measurable outcomes include: Continuation of better patient outcome, better reliability, reduced amount of maintenance needed, expected to last eight years.

Challenge(s)

None

Budget Impact

The primary source of funding for the purchase is being provided by DHS through FEMA's AFG program in the amount of \$778,997. Additionally, City decision package FR00866 (from 2023) approved \$391,919 additional funding and budget capacity for this purchase.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to approve a contract and any required contract amendments with Stryker Sales LLC for the purchase of Monitor/Defibrillator Equipment. The estimated amount of the purchases over the life of the agreement are expected to be \$1,500,000.

Staff Contact

Robert Milano, Division Fire Chief, Robert.Milano@cityofvancouver.us

Attachments:

1. C-101756 draft



CITY OF VANCOUVER
PURCHASE AGREEMENT #C-101756
MONITOR/DEFIBRILLATOR EQUIPMENT

This agreement for the purchase of commodities (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the “City”) and Stryker Sales, LLC., (hereinafter referred to as the “Contractor”). The City and Contractor may be collectively referred to herein as the “Parties” or individually as a “Party”.

WHEREAS, the City desires to engage the Contractor to provide the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 44-24 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor to be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor agrees to provide the City all materials set forth in the scope of work described below, as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation (collectively referred to herein as the “work”), which are each incorporated herein by this reference and made a part of this Agreement as fully set forth herein.

Contractor to supply LIFEPAK 35 monitor/defibrillator devices and accessories on an as-needed basis.

2. **TERM OF AGREEMENT:** The term of this Agreement shall commence on Tuesday, October 22, 2024 and continue until Sunday, October 21, 2029. The maximum term for this Agreement is five years.
3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter, prior to the contract anniversary date; the City, at its sole discretion may approve that request. Request for price increase shall be supported by the applicable Consumer Price Index for the Seattle-Tacoma-Bellevue area for the immediate previous four quarters. See Attachment A for prices.
8. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
9. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon request of the

City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 10. SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the “Delivery Date” stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

- 11. DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor’s warranty obligations.

- 12. PAYMENT:** Invoices will be paid at net thirty days after the City’s receipt and acceptance of the completed commodities and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received, whichever date is later. No payment shall be due prior to the City’s receipt and acceptance of the materials identified in the invoice thereof.

- 13. TAXES:** The Contractors shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment, and improvements; and taxes on the Contractor’s interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

- 14. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

- 15. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

- 16. WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 17. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing services for the City and are not employees of the City. The Contractors and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 18. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of the Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the Contractor.
- 19. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractors to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that the Contractors has marked as "Proprietary and Confidential" the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 20. WARRANTIES:** All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement that which is damaged by misuse or abuse. This one-year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one-year

period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specification herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

21. TERMINATION FOR CONVENIENCE: The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon “notice of termination” given by the City.

22. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this Agreement in whole or in part for default. Termination shall be effected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in this Agreement.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as strike, fire, or flood, or events which are not the fault of or beyond the control of the Contractor, the City after setting up a new delivery or performance schedule may allow the Contractor to continue work or treat the termination as a termination for convenience.

23. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), but providing a “Notice to Cure” to the Contractor setting forth the remedies sought by the City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction to breach or default of any of the terms, covenants, or conditions of this Agreement within the time stated, the City shall have the right to terminate the Agreement with out any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Agreement for convenience.

24. EVALUATION AND COMPLIANCE WITH THE LAW: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant federal, state, and municipal laws, rules and regulations.

25. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Services (BLS), at <https://secure.dor.wa.gov/>. For application assistance contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see www.cityofvancouver.us/businesslicense or call 360-487-8410, option 3.

26. LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgements, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the worker's compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees, and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the Parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

27. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work shall be done by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability	
Policy shall include Bodily injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000

General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles used in performance of the services required under this agreement.	
Combined Single Limit	\$1,000,000
III. Worker's Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In addition to the coverage limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured – The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO GC 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must be indicated on the certificate.
- c. Employment Security – The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger - This insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

- 28. NOTICES:** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

PO Box 1995

Vancouver, WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Ben Wintermute

Stryker Sales LLC.

11811 Willows Rd NE

Redmond, WA 98052

Email: ben.wintermute@stryker.com

Either Party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 29. AMENDMENTS:** All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all Parties to this agreement.

- 30. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in the is Agreement.

- 31. RATIFICATION:** Acts pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

- 32. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

- 33. COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public

agencies may purchase goods and services under this Agreement at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under this Agreement file a copy of this invitation and Agreement in accordance with RCW 39.34.040.

- 34. DEBARMENT:** The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department agency.
- 35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 36. BYRD ANTI-LOBBYING AMENEMDNT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Suppliers that apply or bid for an award of \$100,000 or more must file the require certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 37. PROCUREMENT OF RECOVERED MATERIALS:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the values of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring sold waste management services in a manner that maximizes energy and resource recover; and establishing affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 38. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Contractor for one year following inspection and acceptance of the products

by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-year warranty shall in now way affect normal extended or manufacturer's warranty exceeding this one year period. The Contractor warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Contractor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

39. NONDISCRIMINATION: During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment adverting layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

40. BIND EFFECT: The provisions, covenants, and conditions in this Agreement apply to bind the Parties, their legal heirs, representatives, successors, and assigns.

41. REMEDIES CUMULATIVE: Remedies under this Agreement are cumulative; the use of one remedy shall not be taken or exclude or waive the right to use another.

42. SEVERABILITY: Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of the same would clearly be contrary to the overall intent of the Parties in entering into this Agreement.

The undersigned, as authorized representatives of the City and Contractor respectively, agree to all of the terms and conditioned contained in this agreement, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Stryker Sales LLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment A
Pricing

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	PCE	20	\$46,311.40	\$926,228.00
2.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	PCE	26	\$650.00	\$16,900.00
3.0	11140-000102	CHARGER, BATTERY, LP35	PCE	13	\$1,950.00	\$25,350.00
4.0	11171-000057	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 6 FT. For use with RC Patient Cable.	PCE	20	\$636.35	\$12,727.00
5.0	11171-000058	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 6 FT. For use with RC Patient Cable.	PCE	20	\$680.55	\$13,611.00
6.0	11335-000005	KIT, PRINTER, LP35	PCE	20	\$1,950.00	\$39,000.00
7.0	11260-000070	KIT, PMOD BAG, LP35	PCE	20	\$136.50	\$2,730.00
8.0	11260-000071	KIT, REAR BAG, LP35	PCE	20	\$136.50	\$2,730.00
9.0	11260-000072	KIT, ECG BAG, LP35	PCE	20	\$136.50	\$2,730.00
10.0	11260-000073	KIT, SHOULDER STRAP, LP35	PCE	20	\$48.75	\$975.00
11.0	11335-000008	KIT, STORAGE BAGS, LP35	PCE	20	\$390.00	\$7,800.00
15.0	11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	PCE	20	\$120.00	\$2,400.00
Equipment Total:						\$1,053,181.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	12	-\$3,500.00	-\$42,000.00
TR-LP15H-LP35	TRADE IN LP15 V4 HIGH FOR LP35	7	-\$8,000.00	-\$56,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
14.1	LIFEPK35-FLD-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT 07/27/2024 - 07/26/2029 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	20	\$9,847.25	\$196,945.00
ProCare Total:					\$196,945.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$1,152,126.00

Staff Report: 205-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Contract Award - Enterprise Agreement for GIS software and services with Esri, Inc.

Key Points

- The City has utilized Esri GIS software and services for more than 20 years to meet its mapping and geospatial data needs.
- The City and Clark County have partnered together over this same period to share data and maps through the use of Esri GIS servers and software.
- The City's current enterprise agreement with Esri terminates on 12/31/2024.
- The City's Information Technology and Finance Departments approved a sole source justification to permit the City's continued use of Esri GIS software and services.
- The proposed new enterprise agreement with Esri is for a two-year term, from 1/1/2025 through 12/31/2026.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

For more than 20 years, the City has used Esri software as the foundation for its GIS servers, services and online portal. Over this same period, the City has partnered closely with Clark County to share GIS information, which is done via Esri software and services.

Esri products and services have met the City's needs and the City continues to upgrade software versions to take advantage of modern capabilities. The City's Open Data Hub and related dashboards, available from the City's website, are examples of some of the newer capabilities included as part of the Esri enterprise agreement.

The current enterprise agreement with Esri for GIS software and services terminates on 12/31/2024. The proposed new enterprise agreement with Esri is for a two-year term, from 1/1/2025 through 12/31/2026.

Advantage(s)

1. Allows all City employees to use Esri software and access Esri mapping capabilities.
2. Allows the City and Clark County to continue automated sharing of land-based and geographical information.
3. Allows community members to access City maps and map data via the Esri software-as-a-service platform.

Challenge(s)

None

Budget Impact

The 2-year cost for the Esri Enterprise Agreement is \$380,667.40, including taxes, for fiscal years 2025 through 2026. Baseline budget in 2025-2026 is anticipated to be sufficient to cover expenditures.

Prior Council Review

Staff Report No. 179-21: Authorization to enter into a Small Municipal and County Government Enterprise Agreement (EA) with the GIS vendor Environmental Systems Research Institute, Inc. (ESRI).

Staff Report No. 196-18: Authorization to enter into a Small Municipal and County Government Enterprise Agreement (EA) with the GIS vendor Environmental Systems Research Institute, Inc. (ESRI).

Action Requested

Authorize the City Manager, or their designee, to sign a 2-year Enterprise Agreement with Esri, Inc. in the amount of \$380,667.40, including tax, for the purchase of GIS software and services.

Staff Contact

Amandeep Singh, GIS and Data Manager, Aman.Singh@cityofvancouver.us

Attachments:

1. ESRI Sole Source Justification
2. Small Gov EA 2025-26 Vancouver



SOLE SOURCE JUSTIFICATION

Purchases Above \$10,000

A sole source is defined as:

A purchase that is clearly and legitimately limited to a single source or supplier.

- A. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source.
- B. The use of sole source purchases shall be limited only to specific instances which are totally justified to satisfy compatibility or technical performance needs.

As a part of the review of the sole source request, Procurement will post this request form on the Procurement Portal for public inspection and comment. The form will remain on the Procurement Portal after award with the purchase order or paper contract to be a part of record open to public inspection (RCW 39.04.280(2)(a)).

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE PURCHASE.

Department: IT	Requestor: Aman Singh
Proposed supplier name and address: ESRI	Contract # (if applicable):
Estimated cost of goods or services for this request: \$350,200 for two years	Total Amount Spent to Date (if applicable): \$450,000 from 2022 to 2024

This is a sole source purchase because (Check all that apply):

- ☒ **Sole Source:** No other items are known to exist which perform the same function.
- ☐ **Special Design:** Item is specific design to fit in with an existing installation.
- ☐ **Consultant:** Providing professional or technical expertise of a unique nature or location availability.
- ☒ **Proprietary:** Item is held under exclusive title, trademark, patent, or copyright.
- ☐ **Warrant Service:** The vendor is the sole provider of factory authorized warranty service.
- ☐ **Established Standard:** The vendor is the sole provider of goods and services for which the City has an established a standard through an Invitation to Bid or Request for Proposal process.
- ☐ **Used Item:** The vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price, availability, etc).

Describe the proposed goods or services.	ESRI desktop, server, website, Open Data Hub, Analytics, and Software as a Service solution (AGOL) including technical support and training services
What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?	End-to-end GIS infrastructure including database extension, web servers, application servers, mobile applications and a suite of desktop licenses to collect, manage, visualize, analyze and integrate GIS data and information with other core business systems including County's GIS.
Discuss how similar goods or services are <u>unable</u> to meet the required objective.	The City's Interlocal for GIS services with Clark County are provided through Esri's proprietary software and cloud services. Only ESRI provides above mentioned software and services as an integrated solution package. ESRI is an industry leader in GIS software and I am not aware of any other GIS provider used by other cities/counties/state in Metro and Washington/Oregon states.

What steps have been taken to verify that these features are not available elsewhere?

- ☐ Other brands/manufacturers were examined. Provide a list of phone numbers and names and explain why these did not meet the requirements:
- ☐ Other vendors were contacted but did not meet the requirements. Provide a list of companies and phone numbers and why they did not meet the requirements:
- ☒ Other, please explain: **We need to integrate with County's GIS as they manage 60% of our GIS-related data and they have ESRI infrastructure. Similarly, other cities and contractors who are working with city have this software solution. To inter-operate with our partners, we need ESRI software.**

Can your requirements be modified so that competitive products or services may be used? ☐ Yes ☒ No

If yes, please explain modifications and potential costs:

Is this a one-time procurement? ☒ No* ☐ Yes	*If an on-going sole source procurement is required, include or attach an estimate that shows total annualized expenditure for each year.
PRICE REASONABLENESS (Check all that apply and attach back-up documentation)	
I determined that the price is fair and reasonable because: ☐ I compared the proposed price to prices I previously paid for the same or similar goods and/or services. See PO # . Specify price: ☐ I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. Attach relevant documentation. ☐ I compared the proposed price to rough yardsticks, such as dollars per pound, per horsepower, or other units of measure and did not discover significant inconsistencies that warrant additional pricing inquiry. ☐ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts. ☐ The price is set by law or regulations. ☐ Market research reveals that same or similar goods or services are available for a similar price. ☒ Other: Government agencies and departments that serve populations of 250,000 or less pay a similar license costs as per this website: https://www.esri.com/en-us/industries/enterprise-agreement/government	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for sole source is based upon an objective review of the good/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I hereby certify that this justification for sole source procurement is accurate and complete to the best of my knowledge and belief.	
<i>Aman Singh</i> Signature (Requestor)	04/16/2024 Date
Department/Division Manager	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
<i>Patrick Gilbride</i> Signature	04/16/2024 Date
Procurement Department Review	
Based upon the above, I have reviewed this request and I ☒ support/ ☐ deny this request.	
DocuSigned by: <i>Ashley Kunze</i> Signature	4/23/2024 Date
I did not find any alternate GIS software that was compatible with our needs and did not receive any objections when publicly posted 4.23.24	
FMS Department Director Signature	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
DocuSigned by: <i>Natasha Ramras</i> Signature	4/23/2024 Date

Note: This Sole Source Justification is valid for two (2) years from the noted date; a new justification form is needed for additional time, as new vendors may enter the marketplace.

Procurement Use Only	
Dated Posted to Procurement Portal:	Date Closed on Procurement Portal:
Supplier Contract Number:	Staff Report # (if applicable):

Effective Date:	End Date:
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Quotation # Q-518522

Date: September 17, 2024

Customer # 8116 Contract #

City of Vancouver
Information Technology
PO Box 1995
Vancouver, WA 98668-1995

ATTENTION: Aman Singh
PHONE: (360) 487-7679
EMAIL: aman.singh@cityofvancouver.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/22/2024 To: 12/31/2024

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	\$175,100.00	\$175,100.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 2	\$175,100.00	\$175,100.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$350,200.00
Sales Tax:				\$30,467.40
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$380,667.40

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

John Ruffing

Email:

jruffing@esri.com

Phone:

360-754-4727 x8907

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-6)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 15 ArcGIS Insights in ArcGIS Enterprise
 15 ArcGIS Insights in ArcGIS Online
 200 ArcGIS Location Sharing User Type Extension (Enterprise)
 200 ArcGIS Location Sharing User Type Extension (Online)
 21 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Two (2) years; January 4, 2025 - January 3, 2027

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Vancouver
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Staff Report: 206-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Contract Amendment - Sourcewell Contract for the Purchase of Software and Related Services - #121923-SHI

Key Points

- The City uses cooperative purchasing via Sourcewell contract #121923-SHI to procure software and related services from SHI International Corp.
- The City anticipates spending more than \$300,000 utilizing this contract.
- The contract expires on 2/27/2028 and may be extended.
- The largest expenditure on this contract is with Microsoft, which includes Windows 11, Office 365, Microsoft Server, SQL Server licenses and related support. The SHI contract is also used to purchase software and annual maintenance from non-Microsoft companies, such as: Adobe, Citrix, DocuSign and others.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The City currently utilizes Sourcewell Contract #121923-SHI for cooperative purchasing to procure software from SHI for multiple software vendors, including Microsoft, Adobe, Citrix, DocuSign, Qualys, Smarsh, PatchMyPC, and others. The City spends approximately \$1.4 million per year on software through SHI.

The City requests authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for software and services from SHI through the end of the contract, which is 2/27/2028, and into any extended period.

Advantage(s)

1. Economies of scale achieved by purchasing through the Sourcewell contract provide better pricing than the City could obtain on its own.
2. Cooperative purchasing creates efficiency and saves time and other City resources.

Challenge(s)

None

Budget Impact

None. Appropriations for software and related services exist within the current 2024 budget. Baseline budget in 2025-2026 is anticipated to be sufficient to cover expenditures. No additional appropriations are requested.

Prior Council Review

Staff Report 177-20: Approval of Purchasing Authority for Software and Related Services from SHI International

Action Requested

Authorize the City Manager, or their designee, to approve purchases under Sourcewell contract #121923-SHI for the life of the contract up to the current authorized budget.

Staff Contact

Giovanni Strano, IT Infrastructure Manager, Giovanni.Strano@cityofvancouver.us

Attachments:

1. Sourcewell contract 121923-SHI
2. Sample PO-68371

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident
\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

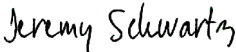
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

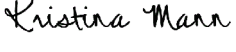
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/20/2024 | 10:15 AM CDT

DocuSigned by:

By: EA418E789F09404...
Kristina Mann
Title: Sr. Manager Contracts
Date: 3/20/2024 | 11:14 AM EDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: SHI International Corp.

Does your company conduct business under any other name? If yes, please state: New Jersey

Address: 290 Davidson Ave.
Somerset, New Jersey 08873

Contact: Tory Pubylski

Email: victoria_pubylski@shi.com

Phone: 512-983-6502

Fax: 512-983-6502

HST#: 22-3009648

Submission Details

Created On: Tuesday October 31, 2023 09:50:21

Submitted On: Tuesday December 19, 2023 15:26:51

Submitted By: Tory Pubylski

Email: victoria_pubylski@shi.com

Transaction #: bca2ca3b-8372-44f0-8925-989cf0fc15f1

Submitter's IP Address: 161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubyli, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.

2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.

3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.

4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).

5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubyli
Capture & Business Development Manager
Victoria_Pubyli@shi.com

2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached \$14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately \$100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications

		Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards

- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards

- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic Device Reseller Award

- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards

- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opendgear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - \$433,524,175.00 • 2021 - \$432,367,332.00 • 2022 - \$474,912,261.00 National Cooperative • 2020 - \$117,246,848.00 • 2021 - \$242,276,114.00 • 2022 - \$428,741,315.00 National Cooperative • 2020 - \$119,276,838.00 • 2021 - \$215,559,364.00 • 2022 - \$297,216,161.00 National Cooperative • 2020 - \$49,516,736.00 • 2021 - \$98,356,960.00 • 2022 - \$162,616,951.00 National Cooperative • 2020 - \$109,667,754.00 • 2021 - \$94,519,443.00 • 2022 - \$66,158,438.00 National Cooperative • 2020 - \$105,605,584.00 • 2021 - \$106,272,231.00 • 2022 - \$36,249,883.00 National Cooperative • 2020 - \$51,110,983.00 • 2021 - \$69,945,461.00 • 2022 - \$117,824,104.00 State Contract • 2020 - \$137,405,364.00 • 2021 - \$79,536,085.00 • 2022 - \$43,431,618.00 State Contract • 2020 - \$79,162,748.00 • 2021 - \$77,934,115.00 • 2022 - \$54,871,606.00 State Contract • 2020 - \$64,141,338.00 • 2021 - \$63,818,564.00 • 2022 - \$69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - \$19,629,342.02 • 2021 - \$13,876,322.68 • 2022 - \$6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	\$8-\$32.3M	\$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	\$4-\$9.2M	\$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	\$3-\$17M	\$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	\$12-\$10.2M	\$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	\$4-\$1.5M	\$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcwell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcwell members. To remain successful for Sourcwell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team

The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives.

Public Sector Inside Team

Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales

With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.

Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.
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28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfillment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubytski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums.

Webinar Series

Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings:
<https://www.publicsector.shidirect.com/about/events>

SHI Resource Hub

The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts.

Social Media

In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community.

We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com.

SHI Sponsorships

In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors.

In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across:

- Television and radio
- Earned media
- Website and e-mailings
- Advertising and supporting collateral
- Hospitality
- Onsite signage

Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship.

As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners.

SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament.

When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoing at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and

programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components:

- Identify current state and future state requirements with key stakeholders.
- Identify change management and communication strategy.
- Define the use case.
- Identify locations and languages.
- Assess gaps and needs for IT and end-users.
- Develop scope.
- Customize content.
- Align training with the deployment schedule.
- Launch training pilot.
- Live instructor-led training
- Power-user training
- OnDemand eLearning portal
- Application deep dive training
- Deskside training support
- VIP one-on-one training

End-User Training

SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are:

- M365
- Windows 10/11
- Microsoft Teams
- Microsoft Core Apps
- WebEx
- Google Apps
- Security Awareness

Technical Training

With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to:

- Amazon
- Cisco
- Google
- Microsoft
- VMware
- Palo Alto
- Meraki
- Nutanix
- Veeam

Professional Development for Business

In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to:

- Business Analysis
- Communication
- Leadership
- Project Management
- Agile
- ITIL

Professional Development for Educators

SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to:

- Software training for IT staff, faculty, and staff
- Hybrid teaching methods
- Blended learning
- STEM
- STEAM
- Esports
- Pedagogy
- SEL (Social and Emotional Learning)
- Accelerated Learning Recovery
- DEI (Diversity, Equity, and Inclusion)

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.

	• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: - o High-efficiency HVAC equipment - o Energy Star equipment/appliances - o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). - o Automatic lighting controls and LED lighting throughout (Austin). - o Occupancy sensor control of lighting fixtures. - o Water-efficient and low-flow plumbing. - o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Government Solutions • State of Texas Certified HUB Vendor
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice

Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement

Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support

Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education

Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend.

Negotiation Assistance

SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print

SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services

Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services

To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services

Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability

As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcwell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a “no returns” policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer. Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.
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52	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • \$0 deductible. In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides: • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use! If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional \$1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. - o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • \$1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcwell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

and any other relevant information.

- **Contact Information:** The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements

The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications

SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification

SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports

Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents

An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher.

Key elements of a EULA often include:

- **License Grant:** This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
- **Restrictions on Use:** The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.

- **Intellectual Property Rights:** The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- **Warranty and Liability:** The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- **Termination:** This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- **Privacy Policy:** The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:

- **Scope of Services:** This details the services to be provided, how they will be delivered, and the schedule for delivery.
- **Performance Metrics:** These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- **Monitoring and Reporting:** The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- **Problem Management:** This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- **Responsibilities:** The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- **Penalties and Remedies:** The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- **Confidentiality and Security:** This section outlines how the provider will protect the customer's data and ensure privacy.
- **Termination Terms:** This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work

A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:

- **Project Overview:** This provides a general summary of the project, its purpose, and objectives.
- **Scope of Work:** This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- **Deliverables:** This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- **Timeframe:** The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- **Standards and Criteria:** This section describes the quality standards or benchmarks that the work should meet.
- **Payment Terms:** This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- **Resources:** This section provides information about any resources or materials that will be needed to complete the project.
- **Responsibilities:** This outlines the roles and responsibilities of all parties involved in the project.
- **Assumptions and Constraints:** This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. • Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Full Catalog Pricing SHI is pleased to offer Sourcwell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcwell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcwell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including

the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project.

Pricing for professional technology services for a scope of work typically involves several factors:

1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required.
2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed.
3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel.
4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price.
5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made.

It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed.

Cost Savings

SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger.

SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price.

Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount.

SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and	

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware

Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available.

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software

Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMS will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services

Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI's logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center) —created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:

- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center

The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center

A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.

- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members

Victoria (Tory) Pubylski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.
To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/victoria-tory-pubylski-604b4583/>.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/arianne-mount-2b301146/>.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/ .	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcwell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcwell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcwell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcwell and Sourcwell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping

Print - Printers, Scanners, MFDs, Toners and Supplies

Data Center - Servers and Storage, Power and Cooling, and Services:

Configuration, asset tagging, kitting, and shipping

Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software

SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring

As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:

- **Secure Governance:** In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
- **Secure Infrastructure:** SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
- **Secure Data:** SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
- **Secure People:** We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud

Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), "X" or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management

SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)

The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:

- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services

Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)

SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services

SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services

The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning

Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support

MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)

SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation

SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation.

We source the perfect IT professionals for your needs by:

- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)

The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:

- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop

The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:

- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:

- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports

SHI's dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:

- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that's right for each organization.

STEM/STEAM

STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world's challenges and

solve real-world problems. Here are some examples of STEM technology products:

- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions

Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.

- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions

Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged "smart cities." The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI's solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

Box-Premier
 Broadcom-Elite
 Brother-Authorized Partner
 C2G-Platinum Partner
 Canon-Authorized Partner
 Carbonite-Premier Partner
 CheckPoint-Three Star National Partner
 Cisco-Gold Partner
 Citrix-Platinum Partner
 Cleartouch-Highest
 Cohesity-Strategic National Partner
 Commvault-Market Builder - Top Tier
 Cradlepoint-Premier NSP
 CrowdStrike-Elite Partner
 CyberArk-Advanced Partner
 CyberPower-Elite Partner
 Cylance-Authorized
 Datawatch-Platinum
 Delinea-Authorized Reseller
 Dell-Dell EMC Titanium Black (Authorized 15+ years)
 D-Link-Gold Level
 Druva-Elite Partner
 DynaBook-Platinum Preferred
 Eaton-Authorized Partner
 Elastic-Professional Partner
 Entrust-Professional Partner
 Epson-Epson Business First Gold Partner
 Ergotron-Gold
 Erwin-Authorized
 ESET-Silver
 Exagrid-Authorized Reseller (Highest level)
 ExtraHop Networks-Gold
 Extreme Networks (ExtremeNetworks+Aerohive)-Diamond
 F5-Platinum Partner
 Facebook Oculus-Authorized Reseller
 Forcepoint-Titanium Partner
 Forescout-Platinum
 Fortinet-Expert
 Fujitsu-Authorized Partner
 GitLab-Select Partner
 Globalscape-Authorized
 Good Technology (Blackberry)-Authorized
 Google-Premiere Partner
 GoTo-Platinum Partner
 Hewlett Packard Enterprise-Platinum Partner
 Honeywell-NBR (National Broadline Reseller)
 HP, Inc.-Power Services Partner (Authorized 25+ years)
 HPE Aruba Networking Division-Platinum Partner
 IBM Hardware-Gold
 IBM Software-Gold Business Partner
 Infocus-National Partner
 Intel-Intel Partner Alliance Titanium Member
 IPSwitch-Titanium
 Ivanti-Platinum
 Jabra-Premier Partner
 JAMF-Gold Partner
 JetBrains-Authorized
 Juniper Networks-Juniper Elite
 KEMP-Authorized
 Kingston-Authorized Reseller
 Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner
 Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+))
 Lexmark-Tier 1, Diamond Edge
 LG-Authorized Reseller
 Logic Monitor-Authorized Reseller
 Logitech-Authorized Partner
 LogMeIn-Authorized
 LogRhythm-Services Authorized Reseller (Highest Tier)
 Malwarebytes-Platinum Partner
 ManageEngine (Zoho)-Authorized
 Meraki-Gold
 MicroFocus-Platinum Partner
 Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller
 Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

GSA & DISO Authorized; Authorized Azure Expert MSP
 Mimecast-Elite Partner
 MobileIron-Iron
 Nasuni-Premier
 NetApp-Star Reseller
 Netgear -Reseller
 NetIQ (Micro Focus)-Platinum
 NetScout Systems (Arbor Networks)-Platinum
 Netwrix-Platinum Partner
 Nimble-Platinum
 Novell-Platinum Partner
 Nuance-Authorized
 Nutanix-Master Level Partner, Cloud Champion
 Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX)
 OKTA-Elite Level Partner
 Open Gear-Premier Partner (Highest level), Elite
 OpenText-Authorized Reseller
 Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum
 Paessler-Gold Partner
 Palo Alto Networks-Diamond
 Panasonic-Tier A Reseller
 Parallels-Premier
 PingIdentity-Platinum Partner
 Poly (Plantronics & Polycom)-Platinum Partner
 Progress Software (Kemp)-Titanium Authorized Partner
 Promethean-National Partner
 Proofpoint-Platinum Partner
 Pulse Secure-Authorized
 Pure Storage-Elite Partner
 Qualys-Supported Partner
 Quantum Storage-Premier Partner
 Quest-Platinum Plus Partner
 Rapid7-Gold Level Partner
 Raritan/ServerTech-Authorized Reseller
 Red Gate-Authorized
 RedHat-Red Hat Advanced Business Partner
 Ribbon Communications-Bronze
 Riverbed Technology-Elite Partner
 RSA-Titanium DMR Partner
 Rubrik-Elite Plus Partner
 Ruckus Wireless (CommScope)-Elite Partner
 Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level
 SanDisk (Western Digital)-Gold
 SAP BusinessObjects-Silver, Large Account
 Scale Computing-Platinum
 SentinelOne-Platinum Partner
 Sharp – NEC-Authorized for Sharp Electronics Display Solutions
 SilverPeak-Platinum Level
 Smarsh-Hybrid Cloud & Emerging Partner
 SolarWinds-Elite Partner
 SonicWALL-Platinum Partner
 Sony-Gold
 Sophos-Sophos Select Partner
 Spectra Logic-Elite VAR
 Splunk-Premier Partner
 StarTech-Authorized Partner
 SunOracle-Platinum
 Supermicro-Tier-1 Diamond
 Suse-Platinum Level, Specialized in Sell and Manage
 Symantec-Premier Partner
 Synology-Authorized Reseller
 Tableau-DMR Partner
 Tanium-Partner Plus
 Targus Authorized
 TeamViewer-Authorized Reseller
 TechSmith-Preferred Partner
 Tenable-Platinum Reseller
 Thales-Platinum
 Tintri-Elite Partner
 Toshiba-Platinum Preferred
 Trellix-Platinum Partner
 TrendMicro-National Channel Partner
 TrippLite-Authorized Partner
 Tripwire -Platinum Partner
 Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can be sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works

When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement. When the customer receives an email containing a renewal reminder, they are given the following three options:

- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes

In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline

The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.

- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO

In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI

We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase.
- See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information.

Order Tracking

SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices.

Returns

Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website.

Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI's Return policy.

Approval Routing

Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI's internal order processing system.

Reporting

The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system.

Customization

SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website.

Additional customization includes:

- Set up users by groups: Purchasers, IT Department, Accounting.
- Custom Checkout and Pre-loaded address list.
- Setup basic Approval Routing.
- Create custom product configurations.

Training

To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate

Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:

- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize

SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:

- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize

SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:

- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage

SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.
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Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- [Marketing Plan/Samples](#) - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- [WMBE/MBE/SBE or Related Certificates](#) - SHI Response- Sourcewell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- [Requested Exceptions](#) - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- [Upload Additional Document](#) - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- [Pricing - Category 1](#) - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maya Lynch, Proposal Specialist, SHI International Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 procurement.services@cityofvancouver.us
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order #:	PO-68371
Revision #:	0
Effective Date:	8/5/24
Contract #:	C-101737

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Software House International SHI
 290 Davidson Ave
 Somerset, NJ 08873

Submit Invoice To:

City of Vancouver
 Janet Schoessler
 PO Box 1995
 Vancouver, WA 98668
 Janet.Schoessler@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Janet Schoessler
 City Hall - 3rd Floor
 415 W 6th Street
 Vancouver, WA 98660

If you have any questions regarding this order, please contact:

Janet Schoessler / (360) 487-7654 Janet.Schoessler@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	Quote # 25150814. Adobe Acrobat Pro for Enterprise, Subscription New, Monthly, 1 User, Large Government Agencies, Level 9 10,000+. Adobe Part # 65324111BC09A12. Contract Name: NASPO Software Value Added Reseller (SVAR.) Contract # CTR060028. Subcontract # 14922. Serial # LGA # 43D59081EC5F81F610DA. Coverage Term: -7/27/2025. NOTE: Prorated for 11 months.	4	Each	89.22	31.05	356.88
2	Adobe Acrobat Standard DC for Enterprise, Windows, Subscription New, Monthly, 1 User, Large Government Agencies - Level 9 10,000+. Adobe Part # 65271330BC09A12. Contract Name: NASPO Software Value Added Reseller (SVAR.) Contract # CTR060028. Subcontract # 14922. Serial #: LGA# 43D59081EC5F81F610DA. Coverage Term: -7/27/2025. Note: Prorated for 11 months.	6	Each	54.24	28.31	325.44
Subtotal:						\$682.32
Tax:						\$59.36
Total:						\$741.68

Note to Supplier

This City is authorized to enter the 121923-SHI, Technology Products and Services with Software House International SHI under RCW 39.34. The 121923-SHI, Technology Products and Services is incorporated by reference into this purchase order. The City is Sourcewell under the 121923-SHI, Technology Products and Services. Software House International SHI agrees to be bound to the 121923-SHI, Technology Products and Services with City as Sourcewell in providing goods/services under the 121923-SHI, Technology Products and Services.



Staff Report: 207-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Contract Amendment - Approval for an Increase in Purchasing Using Firefighting Brush Rig Bodies - C-101731

Key Points

- The City contracts with Mallory Safety & Supply through Contract C-101731 for installing brush rig bodies and equipment onto Fire Apparatus
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- This contract is set to expire 8/12/2025.
- The original contract was competitively bid on ITB 24-38-Firefighting Brush Rig Bodies.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation

The Fire Department has two Firefighting Brush Rig trucks are due to be replaced this year. These specialized trucks have custom bodies that must be built then be mounted onto a truck cab and chassis. This contract is for the building of those bodies. The Fire Department has the budget for the replacements, but the cost for two bodies to be built and mounted is more than the contract's spending threshold will allow. Staff is requesting an increase to the approved contract's threshold to cover the amount of this purchase to complete the builds.

Advantage(s)

1. The bodies purchased through this contract match current City standards.
2. The vendor covered under this contract has continuously provided vehicles and services that help maintain uniformity in the City fleet and the operational needs of the Fire Department.

Challenge(s)

None

Budget Impact

The City will utilize the contract for purchasing high priority equipment and will stay within the current authorized budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve an increase in purchasing using Contract C-101731 for the life of the contract with Mallory Safety & Supply LLC. The increase being requested would raise the contract threshold from \$300,000 to \$400,000 to accommodate the construction of two Firefighting Brush Rigs for the Fire Department.

Staff Contact

Jake Mahan, Senior Management Analyst, jake.mahan@cityofvancouver.us

Attachments:

1. Amendment No 1
2. ITB 24-38 Firefighting Brush Rig Bodies Draft Final
3. Quote for both brush rig bodies
4. Contract C-101731

SERVICE AGREEMENT C-101731

AMENDMENT No. 1

Firefighter Brush Rig Bodies

This Agreement amends the Professional Services Agreement number C-101731 by and between the City of Vancouver, hereinafter referred to as "City", and Mallory Safety and Supply LLC, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

- 1 . Increase the authorized amount of the Agreement by \$100,000 to a revised authorized amount of \$400,000.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Mallory Safety and Supply

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



INVITATION TO BID (ITB) #24-38: Firefighting Brush Rig Bodies

Invitation to Bid Information:	Submit Bids to:
ITB Number: 24-38 ITB Title: Firefighting Brush Rig Bodies Date Issued: Tuesday, July 9, 2024 Contact Person: Ashley Kunze Email Address: Ashley.Kunze@cityofvancouver.us Contact Phone: 360-487-8426 Questions Due: Tuesday, July 16, 2024 Addendum Due: Friday, July 19, 2024 Proposals Due: Tuesday, July 30, 2024	Procurement Portal: cityofvancouver.bonfirehub.com For delivery in person, by courier, UPS or FedEx: Attn: Procurement Services Vancouver City Hall 415 W 6 th Street Vancouver, WA 98660 For Delivery by US Postal Service: Attn: Procurement Services City of Vancouver PO Box 1995 Vancouver, WA 98668

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SECTION 1: INSTRUCTIONS TO BIDDERS

Notice is hereby given that sealed bids will be received by the City of Vancouver, Washington, for ITB 24-38 Fire Fighting Brush Rig Bodies bids up to the hour of **11:00 a.m., Pacific Local Time, Tuesday, July 30, 2024** and will publicly open and read aloud at that time on the same day in the Vancouver City Hall, 415 W 6th St, Vancouver, Washington and via an [online platform](#).

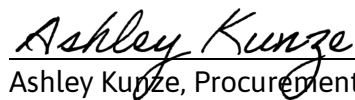
Invitation to Bid packets may be examined at: cityofvancouver.bonfirehub.com.

Questions or Requests for Clarification must be sent to Ashley Kunze, Procurement Specialist, via email to Ashley.Kunze@cityofvancouver.us and be received by 5:00 p.m. on Tuesday, July 16, 2024. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by non later than 5:00 p.m. on Friday, July 19, 2024.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged, and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City reserves the right to cancel this Invitation to Bid or reject any and all bids submitted or to waive any minor formalities of this call if the best interest of the City would be served.



Ashley Kunze, Procurement Specialist

BACKGROUND

The City of Vancouver encompasses 51.84 square miles, has an estimated population of nearly 200,000 and is projected to increase to 268,000 within the next 10 years, making it the fourth largest city in Washington State and one of the fastest growing cities in the country. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream for the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southwestern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

ANTICIPATED BID SCHEDULE

These dates are estimates and are subject to change by the City.

Event	Date
Questions Due by 5:00 pm PST	Tuesday, July 16, 2024
Final Addendum Issued by 5:00 pm PST	Friday, July 19, 2024
Bid Opening at 11:00 am PST	Tuesday, July 30, 2024

SCOPE OF SERVICES

This contract provides for the Two (2) new wildland firefighting apparatus body, tank and pump shall be installed on two new 2024 Ram 5500 Crew Cab 4X4 60" CA cab and chassis provided by the City of Vancouver, all in accordance with these Contract Provisions and Technical Specifications.

SUBMITTAL INSTRUCTIONS

Bids shall be delivered by or before 11:00 a.m., Pacific Local Time, on Tuesday, July 30, 2024. The City will not accept any submittals after that day and time. Bidders accepts all responsibility and risk for method of delivery.

Bids are to be submitted to Procurement Services on the bid forms provided for this purpose, in a sealed envelope. The outside of the envelope(s) or package(s) must clearly state the project name, bid number, Bidder's name and return address, and the date and time of the Bid opening.

The bid opening will be held in person and via an online platform. Contractors are invited to join in person, [online](#), or by phone by calling (347)941-5324 (access code: 787831137#).

Bidders may submit sealed bids online through the City of Vancouver's Procurement Portal cityofvancouver.bonfirehub.com or select one of the following options for delivery of the Bid:

Delivery Address:

(In Person, Courier, UPS or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk
1st Floor Lobby
415 W 6th Street
Vancouver, WA 98660

Mailing Address:

(USPS does not deliver to City Hall)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98698

Bids delivered to locations other than as indicated in this document or received after the designated time will not be accepted.

It is the Bidder's responsibility to allow enough time for delivery to occur before the designated Bid due date and time. Please be advised that bid deliveries requiring signature may not be delivered to Procurement Services in a timely manner as our receiving point is not staffed at all times and there may be no one available to sign at the time of delivery.

Bids will be opened publicly and read in person and via an online platform at the Vancouver City Hall, 415 W 6th Street, Vancouver WA 98660 at the time and date specified. **Contractors are invited to join in person, through the website, or by phone:**

Online:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2Q0NjRkYmEtNTJlNS00NTFhLTk3MDUtYzM4MzVlYWJjYzlw%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:

(347) 941-5324

Meeting number (access code): 787831137#

No bidder may withdraw their bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation or reject any and all bids submitted or to waive minor formalities if the best interests of the City would be served.

BIDDING DOCUMENTS

Bidding documents may be obtained from the City of Vancouver's Procurement Portal: cityofvancouver.bonfirehub.com. These are available for viewing, downloading, and printing on your own equipment, free of charge.

Bids shall be in accordance with the Plans, Specifications, General Conditions, Special Provisions and all other contract documents prepared for the above referenced project, on file in the office of Procurement Service. Bid results may be obtained within 24 hours after the Public Bid Opening by accessing the City of Vancouver Procurement Portal: cityofvancouver.bonfirehub.com. Bids are to be submitted to Procurement Services on the proposal forms provided for this purpose, in a sealed container. The outside of the envelope(s) or package(s) must clearly state the project name, bid number, bidder's name and return address, and the date and time of the Bid opening.

ADDENDA

All project-specific questions, requests for clarification, and request for substitutions must be submitted in writing, via email, by Tuesday, July 16, 2024 to Ashley Kunze at

Ashley.Kunze@cityofvancouver.us. If required, an addendum will be prepared and issued by the City of Vancouver no later than Friday, July 19, 2024.

It is the sole responsibility of the Bidder to learn of and obtain any and all issued Addenda. Addenda may be obtained from the City of Vancouver Procurement Services website at cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addenda and as a result, submit a non-responsive Bid submittal.

SECTION 2: TERMS AND CONDITIONS

PURCHASE ORDER

Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at the Contractor's expense.

ORDER QUANTITY

This is an as-needed Agreement; orders will be placed with the Contractor via Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

PRICES

Proposed prices outlined below must be valid for one year from the effective date of this Agreement.

Contractor warrants that prices of materials set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers; return and re-stocking fees due to vendor error.

SCHEDULE

Unless the City requests a change in schedule, the Contractor shall deliver the products and render the services by the "Delivery Date" stated on the signed purchase order.

In the event that the products are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the products and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

DELIVERY

All costs referenced must be F.O.B Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations (including without limitation latent defects).

Delivery is due by the date on purchase orders.

PAYMENT

Invoices will be paid at no more than net thirty days after the City's receipt and acceptance of goods or completion and acceptance of the services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice thereof.

TERMINATION

The City intends to award this contract for a period of one (1) year. The maximum term of this contract is one (1) year.

The City, at its sole discretion, may terminate this Agreement for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

WARRANTIES

All products shall be warranted against defects or faulty workmanship and materials by the Contractor for one year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Contractor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

TAXES

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

ADJUSTMENTS

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that the Contractor may accommodate without substantial additional expense to the City.

ASSIGNMENT

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

WAIVER

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

BINDING EFFECT

The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns. It will be at the City's sole discretion as to which terms may or may not apply to the Agreement.

REMEDIES CUMULATIVE

Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

RELATION OF PARTIES

The Contractors, its subcontractors, agents, and employees are independent Contractors performing services for City and are not employees of the City. The Contractor, its subcontractors, agents and employees shall not, as a result of this agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subcontractors, agents and employees shall not have the authority to bind the City in any way except as may be specifically provided herein.

OWNERSHIP OF MATERIALS, WRITINGS AND PRODUCTS

All materials, writings, and products produced by the Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing, and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which the Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

PROPRIETARY AND CONFIDENTIAL INFORMATION

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington (“RCW”), and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as “Proprietary and Confidential,” the City shall notify the Contractor of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment for withholding or delaying public disclosure of such information.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgements, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of the services pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the worker’s compensations statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that the Contractor provide the broadest scope of indemnity permitted by law. The Contractor is an independent Contractor and responsible for the safety of employees.

INSURANCE

The Contractor agrees to furnish the City with a current Certificate of Insurance on the standard “ACORD” form with the coverages listed below:

\$1,000,000.00 minimum/general liability per occurrence
\$2,000,000.00 minimum/general aggregate
\$1,000,000.00 minimum/automobile combined single limit (each accident)

City of Vancouver named as additional insured on the commercial general liability policy and an “additional insured” policy endorsement CG2012, CG2026o or equivalent must be included with the certificate.

The certificate shall be made out to the City and be an original. The City shall be given 30 days advance notice of cancellation, non-renewal, or material change in coverage.

OTHER LIABILITIES

The Contractor agrees to indemnify, defend, save, and hold harmless the City, its officials, employees and agents from all claims, suits, and actions of any nature arising out of or related to the products and activities of the Contractor, its officers, subcontractors, agents, or employers under this Agreement. Contractor will not indemnify any action that arises out of the control application or operation of their software that was created by a third-party vendor.

WORKER’S COMPENSATION

The Contractor shall comply with the state of Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the state of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker’s compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

EMPLOYMENT SECURITY

The Contractor shall comply with all employment security laws of the State of Washington and shall timely make all required payments in connection therewith.

INDEPENDENT CONTRACTOR

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

LICENSES AND SIMILAR AUTHORIZATIONS

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement.

In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Contractors shall contact the State of Washington Business License Service (BLS) at [their website](#), by telephone or through the [City’s website](#), to determine whether a business license is required pursuant to VMC Ch 5.04.

ENTIRE AGREEMENT

This Agreement incorporates all agreements, covenants, and understanding between the parties, including but not limited to the City's invitation to bid and Contractor's response, including any and all promises, warranties, commitments, and representations made in the successful Bid, are biding and incorporated by reference in this written agreement. NO prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having responded to the Invitation to Bid, the Contractor agrees that other public agencies may purchase goods and services if all parties agree. By having responded to the Invitation to Bid, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or Agreement at their own cost without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or Agreement, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

GOVERNING LAW/VENUE

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the state of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

E-VERIFY PROGRAM

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Failure by Contractor to comply with this subsection shall be considered a material breach.

SECTION 3: BID SUBMITTAL REQUIREMENTS & PROCEDURES

BID SUBMITTAL CHECKLIST

The bidder's attention is especially called to the following form, which must be executed in full as required. This checklist has been prepared and furnished to aid the bidder in including all necessary supporting information with their bid. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all bidding requirements remains with the bidder. Items in **bold** shall be submitted with your bid. Failure to do so, shall make your bid non-responsive.

☐ **BID FORM**

Bids shall be completed and submitted on the bid forms provided.

☐ **ADDENDA ACKNOWLEDGMENT FORM**

The bidder must sign, where indicated on the last page of the bid documents, acknowledgement of any addenda prior to the bid opening. *Failure to comply with this provision will render the bid non-responsive and therefore void.*

It is the sole responsibility of the Bidder to learn of addendum, if any. Such information may be obtained from the City of Vancouver's Procurement Services' website at: cityofvancouver.bonfirehub.com.

However, the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendum and submit inadequate or incorrect responses.

REJECTED BIDS

The City will not be responsible for any errors in bids. Bidders will not be allowed to alter bids after the bid submittal deadline. The City may consider a bid irregular and reject if any of the Bid Item prices are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the City. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the plans and specifications.

Qualified bids will be deemed non-responsive and will not be accepted.

The City reserves the right to adjust the scope of this work to match available funds. The City, at its sole discretion, reserves the right to cancel this invitation, reject any or all bids submitted, and to waive any minor formalities if deemed to be in the best interest of the City.

TIE BREAKING

After opening Bids, if two or more lowest responsive, responsible Bids total are exactly equal, the tiebreaker will be determined by a coin toss by the Procurement Manager or their designee before at least two witnesses. Bidders shall choose "Heads" or "Tails" in alphabetic order by the name of

the firm as registered with the Washington State Department of Licensing prior to the Coin Flip. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive, responsible Bid are to participate.

CLAIM ERRORS

A Bidder who wishes to claim error after the Bids have been publicly opened and read shall promptly notify the City that an error occurred. The Bidders shall submit a declaration under penalty of perjury signed by the Bidder and accompanied by the worksheets used in the preparation of the Bid, requesting relief from the responsibilities of award. The affidavit or declaration shall describe the specific error(s) and certify that the worksheets are the ones used in preparing the Bid.

BID VALIDITY

Bidders may not alter their bid prices after the hour set for the public Bid Opening, unless the award of the contract is delayed for more than forty-five days. The City reserves the right to request an extension of time for firm bid prices during any such delay to allow for the review process.

BID EVALUATION

Bids will be evaluated by the City to determine which Bid, if any, should be accepted in the best interest of the City.

1. Responsiveness. The City will consider all the material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the terms and conditions set forth in this Bid.
2. Responsibility. The City will consider all material submitted by the Bidder, and other evidence may be obtained otherwise, to determine whether the Bidder is capable of and has a history of successfully completing orders of this type. This may include requiring the Bidder to provide references from previous customers who have been provided the same or equivalent goods or services. References shall include the names and addresses of the parties to whom such goods or services were provided, and the name and phone number of contact persons with such parties.

In determining the lowest most responsible bidder, in addition to price, the following may be considered:

1. The ability, capacity, and skill of the bidder to perform the Bid.
2. Whether the Bidder can perform the contract promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgement, experience, and efficiency of the bidder.
4. The quality of performance of any previous order or contract by the bidder.
5. The previous and existing compliance by the bidder with laws and ordinances relating to material purchases.

6. The sufficiency of the financial resources and ability of the bidder to perform the Bid.
7. The quality, availability, and adaptability of the materials supplied or equipment to the particular use required.
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the Bid.

BID AWARD

The lowest Bid of a responsible Bidder shall be determined as set forth in this Invitation to Bid. Council award, if required, and a purchase order, will evidence the acceptance of contract. This Invitation to Bid contains the City's terms and conditions (T&C's) are meant to be non-negotiable but may be modified at the City's sole discretion. Any concerns with the T&C's must be addressed by the deadline established for questions and request for clarifications. The City will review all concerns but is not obligated to change any part of said T&C's. Request to modify the T&C's after the Bid closing date and time will not be considered, and your bid shall be rejected for non-responsiveness.

PROTESTS

Pre-Bid or Solicitation Phase Protest

The City must receive such a protest at least five days prior to the bid opening or proposal/qualifications due date. These protests are to be submitted to the Procurement Specialist overseeing the project.

Upon receipt to the protest the Procurement Specialist shall review the concerns outlined and consult with the necessary parties as needed. The Procurement Specialist shall reply to the protest within three days.

Pre-Award Protest

The City must receive such a protest within three days after bid opening or notification of intent to award for Request for Proposals. These protests are to be submitted to the Procurement Manager. Copies of the protest may be provided to the bidder against whom the protest is made if they are note copies on the original protest. At that time, the bidder whom the protest is made can respond in writing to the Procurement Manager, within two business days to the issues brought forward by the Protestor.

The Procurement Manager, upon receipt of the protest, shall review all of the issues brought forward in the protest and consult with the necessary parties as needed. All available facts will be considered. The Procurement Manager shall respond, in writing, to all parties within ten days after receipt of the protest. If more time is necessary to complete a thorough review the Procurement Manager will notify all parties involved.

The Procurement Manager shall not award the project to anyone other than the protesting bidder without first providing at least two days' written notice of the City's intent to award.

For more information see the City of Vancouver Procurement's Protest Policy at:
<https://www.cityofvancouver.us/fms/page/terms-and-conditions>

BID FORM

To the City Council
City of Vancouver
Vancouver, Washington 98660

The undersigned certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for the:

This contract provides for the purchase of Two (2) new wildland firefighting apparatus body, tank and pump shall be installed on two new 2024 Ram 5500 Crew Cab 4X4 60" CA cab and chassis provided by the City of Vancouver, all in accordance with the Contract Provisions and Technical Specifications.

Bidder certifies they have read and thoroughly understand the Specifications and contract governing the purchase and the method by which payment will be made for said work and hereby propose to undertake and complete requirements in accordance with said Contract and at the following schedule of rates and prices.

The City reserves the right to adjust the scope of this work to match available funds including, if necessary, the elimination of specific work or all work associated with specific locations in this Invitation to Bid.

NOTE:

- Show prices in legible figures (not words) written in ink or typed and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.
- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items shall be calculated as follows:
 - $\text{Approx. Quantity (as listed for that bid item)} \times \text{Unit Price} = \text{Total Price}$
- Your Bid will be considered irregular and will be rejected if the Unit Price is left blank and a price per unit cannot be determined by equally dividing the "Approx. Quantity" into the Total Price and rounding to the nearest two decimals.
- Your Bid shall be considered *non-responsive* and therefore, void if:
 - Figures are illegible.
 - Minimum proposal requirements are not met (when applicable).
 - Bid is qualified or conditions are added to your Bid.

Item	Approx Qty	Unit of Measure	Description	Unit Price	Total Price
1.	2	EA	Brush Rig Bodies	\$	\$
Subtotal					\$
Washington State Sales Tax 8.7%					\$
Grand Total					\$

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No	Date of Addendum	Signed Acknowledgment
1.		
2.		
3.		
4.		

NOTE: **Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void.** It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement's website at cityofvancouver.bonfirehub.com.

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.

The undersigned declares that before preparing their bid, they carefully read the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

By signing this page of the bid, the bidder acknowledges that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the City of Vancouver.

_____ Authorized Official (Signature)	_____ Date
_____ Printed Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Federal Employee I.D. #
_____ Address	_____ City, State, Zip
_____ E-mail Address	_____ Telephone Number

Note:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this Bid must be executed by a duly authorized official.
3. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the specifications.

Technical Specifications

Approximate numbers allow for a 10% variance.

Section 1 - CHASSIS

1.1 SUSPENSION LIFT

A four-inch suspension lift shall be installed on the chassis prior to the installation of the fire body.

1.2 LIQUID SPRING SUSPENSION MODIFICATION

The vehicle shall be equipped with Liquid Spring smart suspension installed front and rear. The vehicle suspension system shall utilize a strut with a compressible liquid as the spring/damping medium. There shall be an onboard microprocessor that controls the individual components based on various inputs including speed, steering, & wind. The Liquid Spring suspension shall adapt the entire vehicle's response to various road conditions, giving the driver the safest ride available.

The suspension system shall have a cab mounted control allowing the driver to adjust the suspension to three different ride heights (Travel, Raised and Lowered), as well as three levels of ride quality and dampening (standard, comfort and sport). When in raised or lowered height, the system shall automatically reset to travel height when the vehicle reaches a speed of 15 MPH.

1.3 TIRES

There shall be four (4) Mickey Thompson (or approved equal^[KA1]) MTZ P3 37 x 13.5 R20E tires with a 3860 lb. load rating installed on the steel conversion wheels.

1.4 SPARE TIRE

One (1) matching wheel and tire shall be supplied as a spare.

1.5 RECEIVER HITCH

A Curt #14048, Class 4 or equivalent 2" receiver shall be installed on the rear of the chassis.

1.6 SPARE TIRE HOLDER

A Curt 31006 spare tire holder that mounts in the receiver shall be supplied.

1.7 WHEELS

Rear wheels shall be a 20" X 11" steel wheel designed to convert the dual wheels to a super single type. The front wheels will be matching wheels designed specifically for the front axle.

1.8 FRONT BUMPER

The factory front bumper shall be a Red Goat steel bumper with override bars installed. The bumper shall be powder coated black and be equipped with a 2" NPT outlet on the passenger side for a bumper turret and a gated 1 ½" outlet with swivel located on the driver's side. In the center of the bumper there shall be an aluminum hose tray for up to 100' of single jacket wildland hose.

SECTION 2 - EMERGENCY LIGHTING/12 VOLT ELECTRICAL

2.1 GROUND LIGHTING

There shall be six (6), 4" round LED lamps mounted in angled brackets for ground lights. These lamps shall be mounted under the cab doors, forward compartment doors and one (1) on each rear corner, angled to light towards the side and rear. These lights shall be activated by one of the factory upfitter switches.

2.2 SCENE LIGHTS

There shall be four (4) Maxxima MWL57A LED scene lights installed on the top of the body, two (2) side lights located at the front of the body, one (1) each side and two (2) rear lights located at the rear of the body, one (1) each side. The side facing scene lights will be controlled in the cab and the rear scene lights controlled at the pump panel.

2.3 WATER LEVEL GAUGES

There shall be one (1) Fire Research Tankvision Pro WLA300-A00 water level gauge mounted to the rear instrument panel.

There shall be one (1) Fire Research TankVision Pro large remote light driver installed to power the two (2) large.

In addition to the full-size water level gauge, there shall be one (1) Fire Research WLA205-A00 cab miniature display installed in the center console and two (2) Fire Research WLA280-A00 Tankvision Maxvision monster level gauges installed on the side of the body, one (1) each side.

2.4 BATTERY CHARGER

An Iota DLS-30 battery charger shall be installed in a secure location and plugged into a duplex outlet.

2.5 SHORELINE

A waterproof shoreline receptacle with hinged cover shall be installed in the front of the body on the driver's side. The plug shall be wired to a duplex outlet with metal box, location TBD.

SECTION 3 – WILDLAND FIREFIGHTING BODY

3.1 BODY DESIGN

The vehicle shall be supplied with an all-aluminum wildland fire engine body designed specifically to lower the center of gravity and reduce the need for firefighters to climb on top of the truck for operational purposes. The body shall be assembled using modular compartment boxes assembled using aircraft style Huck-bolts, creating a system that allows body flex between the components.

3.2 DIMENSIONS

The body shall have the following approximate dimensions:

Length: 120"

Width: 93"

Height: 52"

3.3 GENERAL CONSTRUCTION

The truck shall be equipped with a body constructed entirely of aluminum.

The body shall be constructed utilizing modular aluminum boxes assembled to make a complete body. The boxes shall be connected utilizing 6" wide extruded aluminum deck boards with steel cross members braces to connect the compartment boxes.

All assemblies shall be mechanically fastened using hidden aircraft style Huck rivet fasteners. Construction that utilized exposed Huck rivet fasteners, threaded fasteners or all welded components will not be accepted.

3.4 MARKER LIGHTS

All ICC required marker lights shall be 3/4" round, rubber mounted LED lamps.

3.5 STOP/TAIL/TURN LIGHTS

There shall be four (4), 4" oval rubber mounted taillights installed in the rear vertical panel, two (2) each side.

There shall also be two (2), 4" oval back-up lights installed between the taillights, one (1) each side.

3.6 RECESSED FUEL FILLER

A recessed fuel filler shall be installed on the side of the body, mounted aft of the left rear wheel well to facilitate fuel filling into the chassis fuel tank.

3.7 MUD FLAPS

There shall be rubber mud flaps mounted behind the rear tires. These mud flaps shall meet all DOT requirements and be mounted in a location so as not to interfere with tire chains.

3.8 REAR BUMPER

There shall be a two-section step/bumper bolted to the truck frame. The top of the step shall be covered with punched aluminum Perf-O-Grip to create a slip resistant surface.

3.9 LICENSE PLATE HOLDER

There shall be a recessed area for a license plate located in the rear panel, inboard of the left taillights. There shall be an LED lamp for lighting the plate.

3.10 RUBRAILS

The body shall be equipped with ¼" aluminum rub rails installed using rubber pucks. The rub rails shall be installed in front and back of the rear wheel wells and attached to the under-side of the body. The rub rails shall be easily replaceable in case of damage.

SECTION 4 - EQUIPMENT STORAGE

4.1 FORWARD COMPARTMENT

There shall be two (2) aluminum compartments installed at the front of the body, one (1) each side. This compartment shall be approximately 32" wide x 22" deep x 52" tall. This compartment shall be accessed through full height, vertically hinged doors, one (1) on each side.

4.2 UPPER SIDE BOXES

There shall be two (2) aluminum storage boxes, one (1) each side, to the rear of the transverse compartment and outboard of the water tank. The boxes shall be approximately 52" wide x 24" tall x 23" deep with two (2) vertically hinged doors. These compartments shall have two (2) adjustable shelves, one (1) each side.

4.3 REAR BODY COMPARTMENTS

There shall be two (2) aluminum storage boxes mounted behind the rear wheels, one (1) each side. The compartment shall be approximately 30" wide x 20" tall x 23" deep, and shall have single, vertically hinged doors.

Each rear body compartment shall have a rear facing, roll-out appliance storage drawer. The boxes shall be incorporated into the compartment, not an additional box. The drawers shall be approximately 8" tall and equipped with heavy duty drawer slides and have a snap latch and pull handle.

4.4 UPPER COMPARTMENT

There shall be a compartment located between the two (2) front compartments. This compartment shall span between the two compartments, bridging the water tank and have a waterproof access door accessible from the top. The door shall have a lockable push button latch facing the rear of the vehicle.

4.5 STORAGE BOX CONSTRUCTION

The boxes shall be fabricated from .125 5052 aluminum sheet. All boxes shall be TIG welded and utilize a double formed lip around the opening, creating an internal gutter on the top and sides and creating a mounting point for a push on door seal. Storage boxes fabricated with exposed Huck bolts will not be accepted.

4.6 DOOR CONSTRUCTION

The doors shall be constructed of formed aluminum with aluminum hat sections for strength and have a 78-degree angle on the edge.

The hinges shall be hidden Maverick style fabricated of stainless steel allowing zero clearance between the doors. Exposed piano hinges will not be acceptable.

The hinges shall be mounted at the leading edge of the door on all doors. Gas struts with lighting switches built in shall be installed, using reinforced mounting points on all doors.

4.7 DOOR SEALS

Each door shall have a single, hollow core automotive grade rubber bulb seal attached to an interior rain gutter, running the entire perimeter. Stick on foam style door seals shall not be accepted.

4.8 DOOR LATCHES

Each storage box shall have chrome plated; "D" handle rotary latches recessed into the door face.

4.9 COMPARTMENT LIGHTING

Each compartment shall have adhesive LED strip lighting controlled by a switch mounted to the gas strut that activates when the doors are opened. Lights and wires shall be securely fastened to the inside of the compartment in an orientation to offer full lighting of compartment space.

4.10 TANK STORAGE BASKET

There shall be an aluminum equipment storage basket mounted to the top of the water tank. The basket sides shall be fabricated of formed aluminum sheet with CNC cut ovals and shall be approximately 8" tall. The tank basket shall have a series of oval holes punched in the bottom of the basket, allowing air to circulate around items placed in the basket.

4.11 COMPARTMENT STORAGE BASKETS

There shall be two (2) aluminum equipment storage baskets mounted to the top of the side compartments, one (1) each side. The basket sides shall be fabricated of formed aluminum sheet with CNC cut ovals and shall be approximately 8" tall x 80" long x 22" wide. The baskets shall have a smooth bottom with openings at the corners to allow water to drain out.

4.12 DRI-DEK COMPARTMENT FLOORING

All compartment floors and shelves shall be equipped with black Dri-Dek flooring.

SECTION 5 - WATER TANK

5.1 TANK CAPACITY

The tank shall have a minimum capacity of approximately 300 gallons of water.

5.2 TANK DIMENSIONS (Approximate)

Length: 85"

Width: 47.5"

Height: 22"

5.3 TANK CONSTRUCTION

The tank shall be fabricated with ½" UV resistant black co-polymer sheet. It shall be continuously welded inside and out at all seams.

The tank shall be pressure tested for leaks prior to installation of fill tower.

The tank sides shall be square butted against the tank ends and base and be recessed with a ½" dado. This will prevent movement of the tank sides and provide a more secure weld.

The tank base will extend out past the tank sides by approximately 1" and the tank ends by 2", allowing for a complete perimeter weld.

5.4 BAFFLES

The tank shall be baffled to NFPA 1906 specifications. Tanks not meeting this specification will not be accepted.

There shall be one (1) baffle running the full length of the tank and a one (1) cross mounted baffle, creating four separate pockets. The baffles shall have openings to provide sufficient flow between each section.

The baffles shall be welded on each side where they contact the bottom, sides or ends of the tank.

5.5 TANK LID

The tank lid aft of the transverse compartment, shall be fully removable for maintenance or repair purposes. Tanks without removable lids will not be accepted.

The removable lid shall be attached with 3/8" 316 stainless steel bolts, washers and locknuts, installed approximately every two inches around the perimeter.

There shall be a 1/4" thick rubber seal sandwiched between the lid and internal mounting flange. This seal shall run the entire perimeter of the lid, providing a leak free seal.

The lid shall be bolted to baffles as per NFPA specifications.

5.6 WATER FILL TOWER

There shall be a 6" square fill tower mounted at the rear corner of the tank to provide a direct means for filling the tank. The fill tower shall be approximately 6" tall and fabricated of the same material used to construct the tank.

There shall be a hinged plastic lid attached to the top of the fill tower. This lid shall have a seal on the underside to prevent water from splashing out.

The fill tower shall be equipped with a removable strainer to prevent debris from entering the tank.

5.7 PLUMBING FLANGES

There shall be two (2) 2" and one (1) 1" bulkhead style stainless steel flanges with NPT threads installed at the rear of the tank for pump plumbing. The flanges will be of the pass-through style with the bolts attached to one flange.

The flanges shall have a cross-linked polyethylene seal between the inside flange and the tank to prevent leakage.

5.8 FOAM CELL

There shall be a drop-in foam cell installed, located on the driver's side of the tank. The cell shall have a capacity of approximately 5 gallons.

There will be a brass ¼" NPT bulkhead connection on the passenger side of the tank connected to a pick-up located on the bottom of the foam cell. There shall be a ¼ turn valve and an in-line check on the line supplying foam to the foam controller.

5.9 FOAM FILL TOWER

There shall be a 6" square fill tower mounted on top of the tank to provide a direct means for filling the foam cell. The fill tower shall be approximately 6" tall and fabricated of the same material used to construct the tank.

There shall be a hinged plastic lid attached to the top of the fill tower, equipped with a rubber latch and anti-siphon device. This lid shall have a seal on the underside to prevent foam from splashing out.

The fill tower shall be equipped with a removable strainer to prevent debris from entering the tank.

5.10 TANK MOUNTING

The tank shall have 2" wide mounting flanges running the full width of the tank at the front and rear for anchoring the tank to the bed surface. At the front of the tank, there shall be a section of aluminum angle bolted to the bed surface that will allow the tank flange to slide in to prevent vertical or horizontal movement of the tank.

At the rear of the tank, the rear flange shall be captivated by the pump platform, preventing any tank movement.

SECTION 6 - WATER PUMP

6.1 PUMP MODEL

The pump shall be a MM2-23B

6.2 ENGINE

The engine shall be a 4-cycle air cooled Vanguard 23hp gasoline engine. The electrical system of the engine shall be 12 VDC. It shall have electric start with a manual recoil backup and a 40-amp regulating alternator.

The engine shall have single or dual mufflers that are equipped with spark arrestors.

6.3 PERFORMANCE

Pump Performance and Rating: The pump/engine shall perform to the standards of ISO 9 and NFPA 1906 medium pressure rating of 50 GPM. Typical pump performance from 5 foot draft under standard NFPA conditions shall be 30 GPM @ 240 PSI, 70 GPM @ 215 PSI and 125 GPM @ 100 PSI. The pump shall provide a maximum pressure of 250 PSI and a maximum flow of 135 GPM.

6.4 PUMP DESIGN

The pump shall be a 2-stage centrifugal pump with the pump body, diffusers, and impellers made of an anodized corrosive resistance aluminum. The impeller must be aluminum to match the pump body and diffusers in order to prevent galvanic corrosion from taking place between pump components

The pump intake shall be a 2" Male NPSH hose thread and be an integral part of the pump body. The pump discharge shall be a 1-1/2" Male NPSH hose thread and be an integral part of the pump body.

A priming port shall be located on the top side of the pump. There shall be a drain port located on the bottom side of the pump.

The pump shall be coupled to a belt driven speed increaser with a stainless steel, quick release clamp capable of being removed by hand and without any additional tools.

The quick release clamp system shall allow for the entire pump assembly, pump body with all its internal and external components, to be removable and capable of being service at a location away from the gasoline engine and fire apparatus upon which it was part of.

The horizontal belt driven speed increaser shall be a low maintenance timing belt and pulley system.

The belt shall be a high-quality timing belt and the drive pulley shall mount directly on the engine drive shaft through a means of a keyed tapered locking device. In addition, a dampening device shall be provided between the pump shaft and pump shaft pulley.

6.5 PRIMER

The pump shall be equipped with a Guzzler diaphragm style hand primer, located on or near the pump control panel. The primer shall be equipped with a ¼ turn shut-off valve.

6.6 INSTRUMENTATION

The pump shall be supplied with an aluminum control panel mounted on the rear pump deck, facing towards the rear of the vehicle. This panel shall include engine start/stop controls, throttle, choke, 2.5" liquid filled pressure gauge, low pressure cut-out switch and panel lighting controls. The panel shall also have controls for the foam system and rear scene lights.

6.7 PUMP PLATFORM

The pump, plumbing, foam system and controls shall be mounted on an aluminum platform. The platform shall be constructed using 1" X 3" aluminum rectangle tubing welded to form a subframe. Large components, such as the pump, shall be installed utilizing stainless steel encapsulated bolts. The platform shall be coated with black bedliner material.

This platform will overlap the rear flange on the tank, acting as a rear mount for the tank in lieu of bolts. This design allows the tank to flex with body movement.

SECTION 7 - FOAM SYSTEM

There shall be a Scotty around the pump style foam system installed, and shall provide foam to all discharge. The system shall be capable of handling Class A foam concentrate.

There shall be a control valve for adjusting foam concentration level mounted on the control panel.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of fire pump and water tank.

SECTION 8 - PLUMBING

The plumbing shall be a combination of threaded and welded stainless steel pipe and high-pressure rubber hose with grooved and expanded couplings. All plumbing components shall be supported with black poly pipe blocks.

8.1 INLET PLUMBING

There shall be one (1) 2" tank to pump line equipped with a Dixon industrial valve. This valve shall be located at the tank outlet. There shall be a hump hose, attached with stainless screw clamps to allow flex between the pipe and the tank.

There shall be a 2" overboard suction out the back of the vehicle, located at the rear of the pump deck. The suction shall be equipped with a Dixon ¼ turn industrial valve with NPSH male threaded flange with brass cap.

There shall be a 2" direct tank fill out the back of the vehicle, located at the lower left rear corner of the tank. The suction shall be equipped with a Dixon ¼ turn industrial valve with a 2 ½" female swivel adapter with plug.

There shall be a 2" quick clean bronze "Y" strainer installed in the tank to pump line, located downstream from the overboard suction. The strainer shall be mounted in a location to allow easy access to clean the strainer.

8.2 DISCHARGE PLUMBING

There shall be one (1) 1 ½" discharge plumbed to the rear of the apparatus. The discharge shall have 1 ½" Dixon industrial valves and 1 ½" NPT threaded male flanges. The discharges shall have brass cap with a chain.

There shall be a 1" valve piped from the discharge manifold as a means for refilling the tank. The valve shall be a 1" Dixon, ¼ turn industrial valve, and shall be connected to the tank fill port by 1" red booster hose.

There shall be a 1 ½" line running from the discharge manifold to the front of the body and supply the two booster reels the two booster reels. Each reel shall have a 1" Dixon, ¼ turn industrial valve located on or near the hose reels.

A 2" supply line shall be installed from the pump manifold to the front bumper area for the remote-controlled monitor. The line shall be a combination of stainless-steel pipe and high pressure rubber hose. The line shall be routed in such a manner that protects it from the driveline, exhaust system and any other moving components of the chassis.

A 2" shut off valve shall be provided, either on the pump manifold or under the vehicle, to stop the flow of water to the front bumper in case of a line failure.

All valve handles shall have labels indicating their function. The labels shall have clear heat shrink material to protect the labels.

8.3 FRONT BUMPER MONITOR

There shall be an Akron Brass 3462 Forestry Monitor mounted on the passenger side of the front bumper. The monitor shall be equipped with the following:

- 3292 low flow adjustable electric fog nozzle (30-60-95-125 GPM)
- 2" Quick disconnect
- 2" electric valve
- Cab mounted joystick controller with stream and valve controls

8.4 CENTER CONSOLE

The center console /map box shall be constructed to allow mounting of the joystick. The design will determine at pre-construction meeting.

SECTION 9 - HOSE REELS

There shall be two (2) Hannay polished aluminum SBEPF30-23-24 hose reels, mounted on top of the forward compartments, one (1) each side. The reel shall have the capacity for 200' of 1" booster line.

Each hose reel shall be equipped with an electric rewind with manual back-up. The rewind motor shall be 1/2 hp. Each hose reel shall have a rewind switch installed in a location easily accessible and in close proximity to the hose reel, facilitating single person loading without climbing on the vehicle.

Each reel shall be equipped with one (1) chrome plated, high level full surround hose roller.

The reel shall be equipped with a 1", 90 degree swivel inlet with NPT threads, and a 1" riser equipped with NST threads.

The reel shall be equipped with 200' of 1" light weight booster hose with NST threads.

ITB 24-38 Firefighting Brush Rig Bodies

BID OPENING: JULY 30, 2024

ENGINEER'S ESTIMATE: \$260,000

BIDTAB
Mallory Safety & Supply
1040 Industrial Way
Longview, WA 98632

	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Brush Rig Bodies	2	EA	\$ 162,388.90	\$ 324,777.80
	SUBTOTAL				\$ 324,777.80
	WASHINGTON STATE SALES TAX (8.7%)				\$ 28,255.67
	GRAND TOTAL				\$ 353,033.47

BIDTAB



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Contract #:	C-101731
Start Date:	Aug 13, 2024
End Date:	Aug 12, 2025
Total Contract Amount:	\$300,000.00

Mallory Safety & Supply LLC
 PO Box 2068
 Longview, WA 98632

Submit all invoices and questions to:

Jacob Mahan / Jacob.Mahan@cityofvancouver.us

Contract Overview

Final Term end 8/12/2025

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature

Staff Report: 208-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Interlocal Agreement - City of Vancouver with the State of Washington Department of Enterprise Services for Providing Printing and Mailing Services

Key Points

- This agreement allows staff to utilize the State of Washington printing and mailing services as needed. The City does not have to use the State's services if they are not needed.
- In the near term, public works utility billing staff would utilize the agreement to purchase envelopes and paper for bills. In the long term, utility billing staff would like to utilize the agreement for all printing and mailing needs.
- The State's Department of Enterprise Services can provide high quality printing and mailing services at a lower price because it is one of the department's main lines of business and they deal in bulk.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

Currently, the public works utility billing staff utilizes a mix of internal and external resources to obtain materials, print, stuff envelopes, and mail utility bills. The entire printing and mailing process is burdensome on City staff and is expensive. Therefore, utility billing staff has been researching other options and found the State's Department of Enterprise Services. The Department of Enterprise Services provides many different services including printing and mailing for Washington state, county and city agencies. In the near term, buying envelopes and paper from the state will provide better reliability and reduce costs. In the long term, utilizing all the state's printing and mailing services will reduce the burden on City staff and help reduce costs even more. Staff estimates outsourcing all printing and mailing services to the State would save almost \$50,000.00 per year. Because the agreement is with the State of Washington the only action required is to enter into an interlocal agreement. The City does not have to use the State's services if not wanted or needed.

Advantage(s)

1. Provide reliable delivery of envelopes and paper for utility billing purposes.
2. Reduce the cost of envelopes and paper.

Challenge(s)

None. There is no obligation to use these services if they are not wanted or needed.

Budget Impact

None. The purchase of envelopes and paper is already built into the City's current biennial budget.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to enter into interlocal agreement with Washington Department of Enterprise Services

Staff Contact

Chris Malone, Public Works Finance and Asset Manager, chris.malone@cityofvancouver.us

Attachments:

1. Interlocal agreement

State of Washington PRINTING & IMAGING SERVICES Department of Enterprise Services P.O. Box 798 Olympia, WA 98507-0798	INTERAGENCY AGREEMENT	
	IAA No.:	K9348
CITY OF VANCOUVER 415 W. 6 th St Vancouver, WA 98660	Effective Date:	August 30, 2024

INTERAGENCY AGREEMENT

BETWEEN

CITY OF VANCOUVER

AND

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW Chap. 39.34, this Interagency Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and the City of Vancouver (“Customer”) and is dated and effective as August 30, 2024.

R E C I T A L S

- A. Enterprise Services, through its Printing & Imaging Services (“Printing & Imaging Services”), helps governmental and authorized customers meet government’s challenges and get results in an efficient and cost-effective manner.
- B. Printing & Imaging Services has professional staff and printing equipment and has developed a variety of printing, imaging, and fulfillment services (“Services”).
- C. Customer desires to contract with Printing & Imaging Services to access and obtain certain Services.
- D. The purpose of this Agreement is to establish a programmatic vehicle for Printing & Imaging Services to provide the specified Services to Customer, as needed, in a cost-effective, efficient manner as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** This agreement shall remain in effect in perpetuity unless terminated by either party. Either party may terminate the agreement at any time by providing thirty (30) days written notice to the other party.

2. **STATEMENT OF WORK; COMPENSATION.** Printing & Imaging Services shall provide the following Services, for the following compensation, to Customer as requested by Customer and agreed by Printing & Imaging Services.

- a. **SERVICES.** At Customer's request, Printing & Imaging Services shall provide any of the Services set forth in **Exhibit A**. Customer shall endeavor to provide Printing & Imaging Services with at least seven (7) days advance notice of any such request and, to the extent possible, mutually schedule such Services.
- b. **COMPENSATION.** Customer shall compensate Printing & Imaging Services for such Services at Printing & Imaging Services' established rates in effect at the time of Customer's order; *Provided*, however, that such rates shall fully reimburse Printing & Imaging Services for all of the direct and indirect costs incurred in fulfilling Customer's order.
- c. **QUALITY OF SERVICES.** The Services provided to Customer pursuant to this Agreement shall conform to this Agreement and the applicable Purchase Order and shall be free from defects in materials and workmanship.

3. **INVOICES; BILLING.**

- a. **PURCHASE ORDER.** Customer shall order Services from Printing & Imaging Services by purchase order or such other instrument or process reasonably agreed to by the parties to arrange the delivery of the Services in an efficient and cost-effective manner.
- b. **BILLING PROCESS.** Printing & Imaging Services shall invoice Customer for any Services provided either upon completion of the Services or monthly, in arrears. Within thirty (30) days of such invoice, Customer shall pay for such Services; *Provided*, however, that Customer shall pay for all invoiced Services completed and submitted within a fiscal year (ending June 30) within thirty (30) days of such fiscal year end.
- c. **BILLING DETAIL.** Each invoice submitted to Customer by Printing & Imaging Services shall include information as is necessary for Customer to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:
 - The date(s) such Services were provided
 - Brief description of the Services provided
 - Fee for Services provided
 - Total amount of taxes (if applicable)
 - Total invoice amount

- d. **BILLING ADDRESS.** Invoices shall be delivered to:

If sent by mail:

Attn: Kristine Keithley
Title: Senior Accounting Clerk
City of Vancouver
2323 General Anderson Ave.
Vancouver, WA 98661

If sent electronically: Kristine.Keithley@cityofvancouver.us

4. **AGREEMENT MANAGEMENT.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Jennifer Hall
Administrative Operations Manager
Print & Imaging Services
Washington Dept. of Enterprise Services
PO Box 798
Olympia, WA 98507-0798
Tel: (360) 664-4334
Email: Jennifer.hall@des.wa.gov

Customer

Attn: Kristine Keithley
Title: Senior Accounting Clerk
Tel: (360)487-8293
Email: Kristine.Keithley@cityofvancouver.us

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

5. **RECORDS RETENTION.**

- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the parties websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the Services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any Service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of

itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

7. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.
8. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement upon thirty (30) calendar days' prior written notice. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with this Agreement prior to the effective date of such termination.
9. **GENERAL PROVISIONS.**
 - a. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
 - b. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
 - c. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - d. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
 - e. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
 - f. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

- g. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Agreement t in their entirety.
- h. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- i. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- j. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

CITY OF VANCOUVER

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

PRINTING & IMAGING SERVICES

By: _____

By: _____

Name: Amy Sorenson

Name: Jennifer Hall

Title: Utilities Administration Manager

Title: Administrative Operations Manager

EXHIBIT A

SERVICES

Printing & Imaging Services provides complete printing and imaging services from design to distribution. A complete list of Services are set forth on our website at <http://des.wa.gov/services/printing-mail/printing-services/menu-printing-imaging-services>

Services include the following:

- Copy Centers:
 - Digital black-and-white and color copies
 - Tabs and transparencies
 - Inline stapling, saddle-stitching and cover binding
 - Electronic ordering by e-mail
- Large volume and specialized printing
 - Offset sheet-fed printing
 - Mounting and laminating
 - Full-color posters and signs
 - High-speed web press with inline folding and perforating
 - Variable-data printing
 - Contract and custom envelopes
 - Continuous, sheet and booked forms
 - CD replication
 - Professional print procurement and consulting
- Design
 - Illustration and image gathering
 - Logos and identity
 - Re-creation of artwork
 - OCR service
 - Typesetting and layout
 - Designs for print and Web
- Fulfillment
 - One-stop printing, storage and distribution
 - Integrated Internet storefront
 - Order receipt and payment processing
 - Printing and Mailing

- Binding & Finishing
 - Cutting
 - Folding
 - Collating
 - Padding
 - Scoring and perforating
 - Punching
 - Stapling
 - Saddle-stitching
 - Perfect binding
 - Cover binding
 - Thermal binding
 - Spiral, comb and wire-o binding
 - Hand collating and assembly

- Prepress services – Our Prepress department offers complete copy preparation services, including:
 - Digital film output from electronic files, including trapping and imposition
 - Image scanning, enhancement and color correction
 - Iris proofs, bluelines and color proofs
 - Traditional camera, typesetting and paste-up services
 - Full-color digital plotting
 - Mounting and Laminating

- Special printing services - We offer a wide variety of special printing services including:
 - Specialty Printing
 - Variable Printing
 - CD Copying
 - Posters, mounting, and laminating
 - Utility statements
 - Inserts
 - Brochures
 - Envelopes
 - Custom Printing

A Resolution authorizing city manager Lon Pluckhahn to take action through settlements and litigation to address pfas contamination of drinking water.

Staff Report: 209-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Resolution Delegating Authority to City Manager - PFAS litigation

Key Points

- The City is participating in a series of lawsuits relating to PFAS and AFFF contamination of the City's drinking water system.
- This litigation is in the form of nationwide class actions. In such class actions, the City is automatically a participant and eligible for damage proceeds unless we opt out.
- If the City chose to opt out, it would either receive nothing, or the City could choose to pursue the company causing the damage on its own instead of as part of a class.
- The delegated authority would allow the City Manager to more timely determine whether the City should opt out or not.
- The City's prior actions have been to take no action and thus remain in the existing class actions.
- The City anticipates additional class actions against other (although smaller) producers of the chemicals causing the contamination, and the delegation would allow staff to continue this current strategy.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Safe and Prepared Community – a safe place to live, work, learn and play

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

Currently, there is a lack of clarity when determining whether the City should opt out of a potential class action relating to PFAS. This resolution would delegate that authority to the City Manager. In making the determination of whether to opt out, the City Manager, in consultation with the City Attorney, would determine whether the City would be more likely to achieve a materially better result by pursuing litigation on its own. If not, then taking no action would result in class action participation and likely receipt of money for additional remediation.

Advantage(s)

1. Provides for community safety by allowing the City to timely act relating to on-going and future litigation involving PFAS and AFFF contamination in our drinking water sources.
2. Allows the City to meet various litigation deadlines without having to schedule time with Council weeks in advance, so long as actions are consistent with prior Council guidance.

Challenge(s)

None

Budget Impact

No negative budget impacts.

Prior Council Review

None

Action Requested

Motion to approve Resolution *** delegating authority to the City Manager regarding settlements and litigation relating to PFAS contamination in drinking water.

Staff Contact

Cary Driskell, Assistant City Attorney, cary.driskell@cityofvancouver.us

Attachments:

1. Resolution Delegating Authority re Future PFAS Settlements

RESOLUTION NO. __-__

**A RESOLUTION AUTHORIZING CITY MANAGER LON PLUCKHAHN TO TAKE
ACTION THROUGH SETTLEMENTS AND LITIGATION TO ADDRESS PFAS
CONTAMINATION OF DRINKING WATER**

WHEREAS, the City is participating in the class action settlement agreement between Public Water Systems nationwide and E.I. DuPont de Nemours and Company, DuPont de Nemours, Inc., the Chemours Company, and Corteva, Inc. (*City of Camden et al. v. E.I. DuPont De Nemours and Co. et al.*, No. 2:23-cv-03230-RMG) to resolve the liabilities of those companies for contaminating public drinking water with per- and polyfluoroalkyl substances (“PFAS”) from Aqueous Film-Forming Foam (“AFFF”) and other sources of PFAS (“DuPont Settlement”); and

WHEREAS, the City is participating in the class action settlement agreement between Public Water Systems nationwide and 3M Company (*City of Camden et al. v. 3M Co.*, No. 2:23-cv-03147-RMG) to resolve the liabilities of 3M for contaminating public drinking water with PFAS from AFFF and other sources of PFAS (“3M Settlement”); and

WHEREAS, Tyco Fire Products LP and BASF Corporation reached settlement agreements on the same subject on April 12, 2024, and May 20, 2024, respectively, which have been preliminarily judicially approved and are now being considered for final approval in the multi-district litigation (“MDL”) related to AFFF ongoing in the U.S. District Court for the District of South Carolina (MDL No. 2:18-mn-2873) (the “AFFF MDL”); and

10/14/2024

WHEREAS, numerous other PFAS and AFFF manufacturer and related defendants that are allegedly responsible for AFFF-based PFAS contamination of drinking water nationwide continue to litigate in the AFFF MDL and have not resolved their liabilities; and

WHEREAS, City Manager Lon Pluckhahn, with assistance from staff and outside counsel, has closely evaluated the specifics of the 3M and DuPont Settlements and assessed the benefits and drawbacks of the City's participation in, or opting out of, each; and

WHEREAS, before deciding whether to participate in or opt out of the 3M and DuPont Settlements, outside counsel and City staff properly briefed the City Council on the specifics of each, and the benefits and drawbacks of each; and,

WHEREAS, all class action settlement agreements arising out of the AFFF MDL for Public Water Systems announced to date relating to PFAS contamination of drinking water have contained substantially similar definitions and provisions, as applied to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Vancouver to delegate authority to City Manager Lon Pluckhahn and their delegates to make decisions that will best maximize the amount of funding available to address PFAS contamination of drinking water supplies through means that may include participation in future class action settlement agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. City Manager Lon Pluckhahn and their delegates, on behalf of the City of Vancouver, are authorized to commit the City to participating in future class action settlements relating to PFAS contamination of drinking water, insofar as such settlements substantially

10/14/2024

conform with prior ones in all material respects as applied to the City of Vancouver, and no significant circumstances exist to support a different course.

Section 2. This Resolution shall be effective upon adoption.

Adopted this _____, of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

A RESOLUTION of the City Council of the City of Vancouver approving a contract with VESTCapital, LLC a Washington limited liability corporation (its successors and assigns) (Applicant), for a 12 year limited multi-family tax exemption providing income-based housing for a proposed development of multi-family residential housing to be constructed on properties specifically described in Exhibit A (Properties) generally located north of the intersection of NE 47th Court and Nicholson Road in central Vancouver.

Staff Report: 210-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Parkview Heights Multi-Family Tax Exemption

Key Points

- Applicant is requesting 12-year exemption for new construction of an 18-unit multifamily income-based project.
- A minimum of 20% of the total units will be reserved for households with annual incomes at or below 80% of median family income.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

The project is located near 4608 Nicholson Road within the Fourth Plain MFTE Residential Target Area. The applicant is requesting a 12-year multi-family housing limited property tax exemption for a new construction, single family rental housing development. The project includes 18 individual single-family lots within a recently platted subdivision named “Parkstone Heights”. There is no commercial or retail component to this project. The proposed units are attached 3 bedroom townhomes averaging 1,495. The total estimated development cost is \$2.7 million. The applicant purchased the property in 2021. The site had a vacant single-family home that was removed in January 2023. The units are currently under construction after review from the Vancouver planning and building departments for local code compliance.

Although the units are on individual legal lots, this is a multifamily rental project that adds new 3 bedroom units to the Fourth Plain market. The applicant will retain ownership of the individual lots and homes and rent them out. The applicant is required to rent at least 20% of the total development units (or four units) as income-based housing to households with annual incomes at or below 80% of median family income. For reference, the HUD 2024 median family income for a four-person household is \$94,400. The maximum allowable rent and utilities cost for a three-bedroom unit at the 80% median family income level is \$2,455 per month. With a total of 18 units, the owner must commit to reserving a minimum of 4 units as income-based units. Since all of the units will have the same number of bedrooms, the required mix of unit types need not be designated.

Unit Type	Market Rate Units	Market Rate Rents	Income-Based Units	Income Based Rents	Avg Unit Size
3-Bedroom	14	\$2,800	4	\$2,455*	1,495

* Includes tenant paid utility costs

Over the 20-year period following construction, the project (with the exemption) will generate approximately \$396,000 in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$164,000 in taxes will directly benefit the City of Vancouver. The estimated value of the tax exemption for all districts during the exemption is \$104,000. The estimated value of the tax exemption for the City of Vancouver during the exemption would be \$36,000. Land value property taxes, and per unit utility taxes will still be collected during the exemption. It is also anticipated that new residents will support local businesses during and after the exemption period.

The applicant has designed the project to meet the intent of the interim climate action green building policy. Proposed green building elements include:

- Fully electric project.
- Units will have individual electric heat pumps.
- Washers and dryers will be Energy-Star certified.
- Exterior lighting will comply with Dark Sky standards, using down-lit LED fixtures.
- Each unit's garage includes a 50 AMP 240V outlet infrastructure (EV chargers will not be provided due to varying requirements by car manufacturers)
- Shades to be pre-installed on all windows and doors to support passive cooling.
- Xeriscape landscaping
- Project location is within .5 miles of the Fourth Plain VINE bus rapid transit, Roosevelt Elementary school, and regional park facility (Jim Parsley/ BG Club).

The City climate action policy staff have reviewed the applicant's proposal and finds that the project satisfies the intent of City's green building policy.

Advantage(s)

1. Adds 18 new multi-family rental units in the Fourth Plain residential target area.
2. Meets City Council climate action goals.
3. Over 20 years the project will generate \$936,000 in taxes for all districts (\$239,000 specifically for the City of Vancouver)

Challenge(s)

1. Estimated value of tax revenue during exemption for all districts is estimated at \$314,000.
2. Estimated value of tax revenue during exemption for the City of Vancouver is estimated at \$107,000.

Budget Impact

The residential structure portion of the property taxes will be exempt for 12 years, however the City will still receive taxes from the land value and other additional revenues from the development

including construction materials sales tax, permit fees, and system development charges and impact fees. There will be a small incremental increase in demand for public services during the 12-year exemption. Following the 12-year exemption period, the properties will return to the tax base as new construction and the City and other taxing districts will begin receiving the residential portion of the property taxes.

Prior Council Review

None

Action Requested

Adopt the resolution authorizing the City Manager, or designee, to execute a multi-family housing limited property tax exemption certificate

Staff Contact

Bryan Monroe, Associate Housing Project Coordinator, bryan.monroe@cityofvancouver.us

Attachments:

1. Council PowerPoint-Parkview Heights-revised 10-2-24
2. Resolution
3. Agreement Contract- Parkview Heights



CITY OF
Vancouver
WASHINGTON

Parkview Heights Multifamily Tax Exemption

Bryan Monroe

Assoc. Housing Coordinator
Econ Prosperity & Housing
October 14, 2024



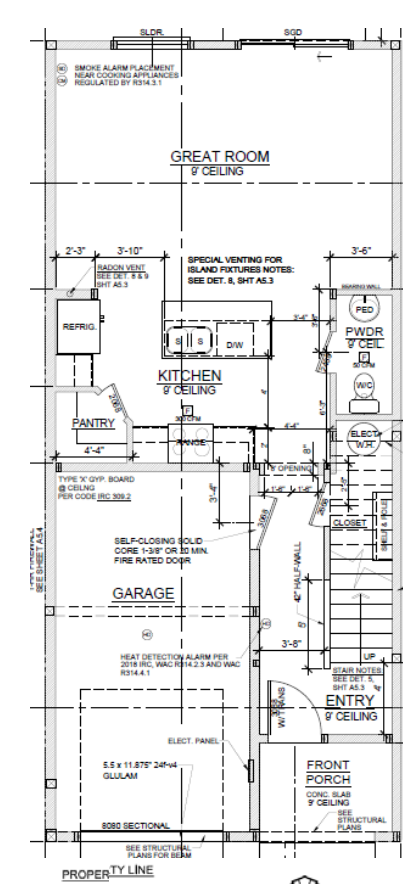
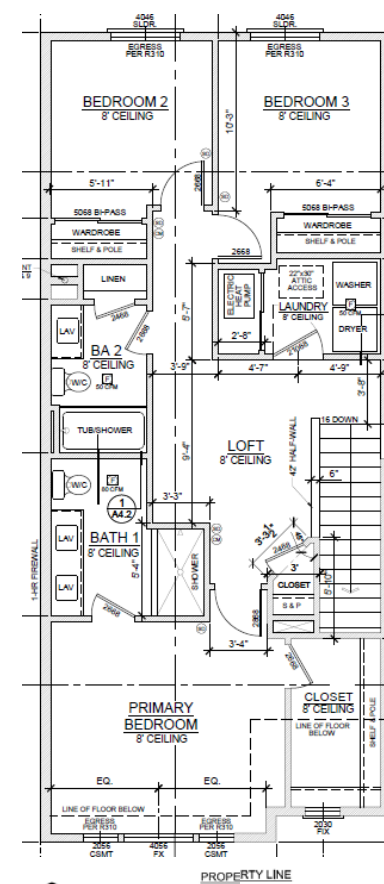
Agenda

- Property Overview
- MFTE Certificate
 - Project Details
 - MFTE Option
 - Green Building Elements
 - Tax Summary
 - Proposed Rents
- Requested Actions

Project Details

Nicholson Road and NE 47th Court

- 18 attached townhome units
- 4 units at 80% MFI
- All 3-bedroom units
- 1 garage per unit



MFTE Option

Income-based option

- 12-year property tax exemption on all residential structural improvements
- 20% of units for households at or below 80% MFI (4 units)
- After exemption MFTE rents increases are capped for additional five years
- Exemption period may be extended for another 12 years with Council approval



Green Building Elements

1. Fully electric project
2. Units to have individual electric heat pumps
3. Energy Star washers and dryers
4. Exterior lighting will comply with Dark Sky standards, using downlit LED fixtures
5. Each unit's garage includes a 50 AMP 240V outlet infrastructure
6. Unit shades pre-installed installed for passive cooling
7. Xeriscape landscaping
8. Project location within .5 miles of the Fourth Plain VINE bus rapid transit, Roosevelt Elementary, and regional park facility (Jim Parsley/ BG Club)



Tax Summary

	All taxing districts	City of Vancouver
Net Present Value of future tax revenue* (20 year)	\$936,000	\$239,000
Estimated value of tax exemption (during exemption period)	\$314,000	\$107,000
Net Present Value Benefit	\$622,000	\$132,000

Estimated discounted present value of construction sales tax, retail sales tax, utility tax and property tax over 20 years: 2024-2043.



Projected Unit Rents

Projected Rents			
Type	Avg Size	80% MFI	Market
3 BR TH	1,495	\$2,455*	\$2,800

* Includes tenant paid utilities (Per 2024 VHA utility allowance worksheet)

The current income limit for a 4-person household at 80% MFI is \$94,400

The maximum rent and utilities for a 3-bedroom unit at 80% MFI is \$2,455





Requested Actions

1. Adopt the resolution authorizing the City Manager to execute a multi-family housing limited property tax exemption certificate

Discussion/Questions



bryan.monroe@cityofvancouver.us | 360-487-7958



[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a contract with VESTCapital, LLC a Washington limited liability corporation (its successors and assigns) (Applicant), for a 12-year limited multi-family tax exemption providing income-based housing for a proposed development of multi-family residential housing to be constructed on properties specifically described in Exhibit A (Properties) generally located north of the intersection of NE 47th Court and Nicholson Road in central Vancouver.

WHEREAS, the City of Vancouver desires to stimulate construction of multi-family rental housing in specifically designated “Residential Target Areas” in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW 84.14), designated various “Residential Target Areas” within the City of Vancouver for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

RESOLUTION - 1

WHEREAS, VestCapital, LLC (its successors and assigns) is interested in receiving a limited property tax exemption for construction of 18 units of multifamily, income-based rental housing within the Fourth Plain “Residential Target Area” designated in Chapter 3.22 VMC; and,

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (or 4 units) as income-based housing to households with annual incomes at or below 80 percent of area median income for the duration of the 12-year tax exemption.

WHEREAS, The Applicant agrees to the following mix of income-based units at all times during the exemption period:

- Four, 3-bedroom units

WHEREAS, The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases for the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of multi-family residential housing to be constructed on properties specifically described in Resolution Exhibit A (Properties) generally located north of the intersection of NE 47th Court and Nicholson Road in central Vancouver, for a 12-year market rate tax exemption, and

WHEREAS, the City has determined that the Applicant’s proposed development meets the eligibility criteria defined in VMC 3.22 and can satisfy the requirements for a Final Certificate of Tax Exemption.

RESOLUTION - 2

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The MFTE Contract attached hereto as Resolution Exhibit B between VestCapital, LLC (its successors and assigns) and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager or their designee is authorized to execute the Contract attached hereto as Resolution Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 16th day of September, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Resolution
Exhibit A
LEGAL DESCRIPTION

PID	Legal Description
986066376	LOT 1 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066377	LOT 2 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066378	LOT 3 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066379	LOT 4 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066380	LOT 5 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066381	LOT 6 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066382	LOT 7 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066383	LOT 8 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066384	LOT 9 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066385	LOT 10 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066386	LOT 11 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066387	LOT 12 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066388	LOT 13 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066389	LOT 14 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066390	LOT 15 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066391	LOT 16 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066392	LOT 17 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
986066393	LOT 18 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON

Resolution
Exhibit B
CONTRACT
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION

THIS CONTRACT is entered into this 14th day of October 2024, by and between VESTCapital, LLC, (its successors and assigns) hereinafter referred to as “Applicant” and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate construction of multi-family housing in designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City, pursuant to authority granted to it under the Revised Code of Washington (RCW 84.14), has as established at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the City has received from the applicant a complete MFTE application received prior to receiving a construction occupancy permit.

WHEREAS, the City has designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family density residential housing, and

WHEREAS, the City has determined that the proposed project is within the designated Fourth Plain residential target area.

WHEREAS, the City has determined that no displacement of previous tenants or property owners has occurred.

WHEREAS, the City has determined that the development will provide at least four additional residential units.

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 18 units of multi-family residential housing within the Fourth Plain designated residential target area identified in Chapter 3.22 VMC, and

RESOLUTION - 5

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (or 4 units) as income-based housing to households with annual incomes at or below 80 percent of median family income for the duration of the 12-year tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of multi-family residential housing to be constructed on properties described in Contract Exhibit 1 (Properties) generally located north of the intersection of NE 47th Court and Nicholson Road in central Vancouver, for a 12-year market rate tax exemption, and

WHEREAS, the City has determined that the Applicant's proposed development outlined herein meets the eligibility criteria defined in VMC 3.22 and can satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct, on the Properties, 18 units of multi-family residential housing for permanent residential occupancy as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Contract. In no event shall the development provide fewer than 18 permanent residential units.
3. The applicant agrees to provide improvements to meet the intent City's interim green building policy through the specified elements detailed in Contract Exhibit 2.
4. The Applicant commits to renting at least twenty percent of the total multi-family housing units (or 4 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development.
5. The Applicant agrees to the following mix of income-based units at all times during the exemption period:
 - Four, 3-bedroom units
6. The Applicant agrees that the project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved.
7. Applicant will include information about the availability of designated MFTE income-based units in any advertising or marketing for the property.

RESOLUTION - 6

8. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Contract, or within any extension thereof granted by the City.
9. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
10. The City agrees, conditioned on the Applicant's successful completion of the Property improvements on the Applicant's filing of the materials described in Paragraph 9 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
11. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
12. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 at the time annual monitoring reports are due for the duration of the exemption period. If the Applicant transfers ownership of any units prior to the end of the exemption period, a separate \$500 annual monitoring fee will be charged for each individual owner of the transferred units.
13. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the Properties or in the improvements made to the sites under this Contract.

14. The Applicant agrees to maintain the Properties including all improvements in compliance with all applicable City codes and requirements.
15. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 11 or to maintain adequate records may result in the tax exemption being canceled.
16. If the Applicant converts the multi-family residential housing units constructed under this Contract to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
17. The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.
18. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
19. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.
20. In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract which can be given effect without the conflicting term or clause, and to this end, the terms of this Contract are declared to be severable.
21. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

VESTCAPITAL, LLC

Eric Holmes, City Manager

Tanner Weidricksen, CEO

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 9

CONTRACT EXHIBIT 1
LEGAL DESCRIPTIONS

PID	Legal Description
986066376	LOT 1 OF THE PARKSTONE HEIGHTS PLAT RECORDED IN BOOK 312 PAGE 286, RECORDS OF CLARK COUNTY, WASHINGTON
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**CONTRACT EXHIBIT 2
GREEN BUILDING ELEMENTS**

1. Fully electric project.
2. Units to have individual electric heat pumps.
3. Washers and dryers will be EnergyStar certified.
4. Exterior lighting will comply with Dark Sky standards, using downlit LED fixtures.
5. Each unit's garage includes a 50 AMP 240V outlet infrastructure (EV chargers will not be provided due to varying requirements by car manufacturers)
6. Shades to be pre-installed installed on all windows and doors to support passive cooling.
7. Xeriscape landscaping
8. Project location is within .5 miles of the Fourth Plain VINE bus rapid transit, Roosevelt Elementary school, and regional park facility (Jim Parsley/ BG Club).

**CONTRACT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS CONTRACT is entered into this 14th day of October 2024, by and between VESTCapital, LLC, (its successors and assigns) hereinafter referred to as “Applicant” and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate construction of multi-family housing in designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City, pursuant to authority granted to it under the Revised Code of Washington (RCW 84.14), has as established at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the City has received from the applicant a complete MFTE application received prior to receiving a construction occupancy permit.

WHEREAS, the City has designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family density residential housing, and

WHEREAS, the City has determined that the proposed project is within the designated Fourth Plain residential target area.

WHEREAS, the City has determined that no displacement of previous tenants or property owners has occurred.

WHEREAS, the City has determined that the development will provide at least four additional residential units.

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 18 units of multi-family residential housing within the Fourth Plain designated residential target area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (or 4 units) as income-based housing to households with annual incomes at or below 80 percent of median family income for the duration of the 12-year tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of multi-family residential housing to be constructed on properties described in Exhibit 1 (Properties) generally located north of the intersection of NE 47th Court and Nicholson Road in central Vancouver, for a 12-year market rate tax exemption, and

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MFTE income-based units in any advertising or marketing for the property.

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21. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

VESTCAPITAL, LLC

Eric Holmes, City Manager

Tanner Weidricksen, CEO

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

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**CONTRACT EXHIBIT 2
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7. Xeriscape landscaping
8. Project location is within .5 miles of the Fourth Plain VINE bus rapid transit, Roosevelt Elementary school, and regional park facility (Jim Parsley/ BG Club).

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for October 14, 2024.

Attachments:

1. October 14, 2024 Claim Vouchers

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 4,817,081.02 this 14th day of October 2024.

MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2024.10.08 09:37:38 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
September 30, 2024 - October 06, 2024	Accounts Payable Checks (see attached)	\$ 4,799,013.42
September 30, 2024 - October 06, 2024	Hansen City Payments (see attached)	\$ 15,828.10
September 30, 2024 - October 06, 2024	Visa Refunds (see attached)	\$ 2,239.50
September 30, 2024 - October 06, 2024	Payroll Checks (see attached)	\$ -
TOTAL		\$ 4,817,081.02

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	21419	10/2/2024	1,375.00	Alzheimer's Association Oregon Chapter	ES Park Refund
Miscellaneous Payment	Check	21420	10/2/2024	1,375.00	American Cancer Society Relay for Life	ES Park Rental
Miscellaneous Payment	Check	21421	10/2/2024	100.00	Arnada Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	21422	10/2/2024	7,189.29	Bloomquist Septic Inspections, LLC	Jacob Griffith (108 SE 93rd Ave) Invoice # 22624
Miscellaneous Payment	Check	21423	10/2/2024	57.00	Buenos Dias	Refund duplicate payment to INV#77067914
Miscellaneous Payment	Check	21424	10/2/2024	100.00	Carter Park Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	21425	10/2/2024	100.00	Columbia River Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	21426	10/2/2024	168.75	Consolidated Metco, Inc.	Refund account balance.
Miscellaneous Payment	Check	21427	10/2/2024	57.00	Deer Management Group, Inc	Refund overpayment to INV# 77068250
Miscellaneous Payment	Check	21428	10/2/2024	150.00	Dwight Milne	CLAIM PAYMENT - DOI: 09/24/2024 - RISK
Miscellaneous Payment	Check	21429	10/2/2024	273.00	Fire Extinguisher Service Center	Refund duplicate payments to INV#77067922
Miscellaneous Payment	Check	21430	10/2/2024	100.00	Hough Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	21431	10/2/2024	1,000.00	Jacobsen Family Revocable Living Trust	Funeral Benefit - Vancouver Police Dept
Miscellaneous Payment	Check	21432	10/2/2024	277.34	Jerry R Scott	Refund of parking permit no longer needed COV13942
Miscellaneous Payment	Check	21433	10/2/2024	1,000.00	Joseph McCoy Estate - Ali Flores Ex	Funeral Benefit - Vancouver Fire Dept
Miscellaneous Payment	Check	21434	10/2/2024	30.00	Judy Douglas	Refund duplicate payment for citation # 7205302141
Miscellaneous Payment	Check	21435	10/2/2024	57.00	Main Street Dentistry	Refund duplicate payment to INV#77066681
Miscellaneous Payment	Check	21436	10/2/2024	500.00	Manuel Bastian	Refund duplicate payment to INV#77065739
Miscellaneous Payment	Check	21437	10/2/2024	177.50	Matthew Picard	RES-357185
Miscellaneous Payment	Check	21438	10/2/2024	100.00	Old Evergreen Highway Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	21439	10/2/2024	1,212.31	Pacific Landscape Services Inc	CMI-357291
Miscellaneous Payment	Check	21440	10/2/2024	121.94	Patrick Kelly	2024 - 3Qtr Mileage Reimbursement
Miscellaneous Payment	Check	21441	10/2/2024	120.00	Rose Village Neighborhood Association	2024 RecycleU
Miscellaneous Payment	Check	21442	10/2/2024	100.00	Shumway Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	21443	10/2/2024	91.00	SILVER LINING HOOD CLEANERS, INC.	Refund duplicate payment to INV#77068552
Ad Hoc Payment	Check	21444	10/2/2024	125.76	120 Up Members, LLC	Utility Refunds: 0002000111-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21445	10/2/2024	411.69	Abe, Leslie	Utility Refunds: 0500001455-02
Ad Hoc Payment	Check	21446	10/2/2024	100.12	Andersen, Alivia	Utility Refunds: 0000001858-04
Ad Hoc Payment	Check	21447	10/2/2024	105.26	Anderson, Janet or Donald	Utility Refunds: 0101001028-02
Ad Hoc Payment	Check	21448	10/2/2024	419.92	Andrew or Courtney Young or, Willa or Kimberly Young	Utility Refunds: 0500001092-02
Ad Hoc Payment	Check	21449	10/2/2024	12.02	Attar, Marisa or Randy	Utility Refunds: 0128000256-05
Ad Hoc Payment	Check	21450	10/2/2024	168.62	Bednarek, Jennifer	Utility Refunds: 0112010012-03
Ad Hoc Payment	Check	21451	10/2/2024	555.44	Billington, Rachel or Warren	Utility Refunds: 0500002868-02
Ad Hoc Payment	Check	21452	10/2/2024	41.39	Blue Bird Ridge Investment Llc	Utility Refunds: 0500006176-01
Ad Hoc Payment	Check	21453	10/2/2024	88.14	Bunten, Kevin Ray	Utility Refunds: 0069053808-03
Ad Hoc Payment	Check	21454	10/2/2024	113.19	Damis, Joshua	Utility Refunds: 0149001002-03
Ad Hoc Payment	Check	21455	10/2/2024	69.02	DVB Properties Llc	Utility Refunds: 0092022500-04
Ad Hoc Payment	Check	21456	10/2/2024	50.05	Freeman, Jay	Utility Refunds: 0500006025-02
Ad Hoc Payment	Check	21457	10/2/2024	71.57	Fricke, Jacob or Abigail	Utility Refunds: 0015029050-02
Ad Hoc Payment	Check	21458	10/2/2024	243.00	Frink, John or Kristie	Utility Refunds: 0500003606-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21459	10/2/2024	92.44	Gabrielle Webber or Emily Kohnke	Utility Refunds: 0500005096-03
Ad Hoc Payment	Check	21460	10/2/2024	1,047.79	Genteel Investments LLC	Utility Refunds: 0500007086-01
Ad Hoc Payment	Check	21461	10/2/2024	68.08	Heather E Gardiner or Daniel H Day	Utility Refunds: 0130002568-03

* Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Ad Hoc Payment	Check	21462	10/2/2024	105.03	Hoerauf,Janet	Utility Refunds: 0004071200-09
Ad Hoc Payment	Check	21463	10/2/2024	93.12	Holt Group Holdings LLC	Utility Refunds: 0500006940-01
Ad Hoc Payment	Check	21464	10/2/2024	354.00	Houston,Melissa or Rocky	Utility Refunds: 0141003914-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21465	10/2/2024	252.12	Janet Hoerauf or Robert Pezzi	Utility Refunds: 0004071200-09
Ad Hoc Payment	Check	21466	10/2/2024	116.68	Johnston,Brent S	Utility Refunds: 0024012600-02
Ad Hoc Payment	Check	21467	10/2/2024	226.07	La Bossiere,Julie or Steve	Utility Refunds: 0141005996-02
Ad Hoc Payment	Check	21468	10/2/2024	182.38	Lebedev,Boris	Utility Refunds: 0057005500-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21469	10/2/2024	30.73	Lyon,Stephen	Utility Refunds: 0500002289-05
Ad Hoc Payment	Check	21470	10/2/2024	337.30	Meewes,Matthew or Ashley	Utility Refunds: 0164001008-03
Ad Hoc Payment	Check	21471	10/2/2024	391.46	Michael Reese or Megan Elmers	Utility Refunds: 0138002566-04
Ad Hoc Payment	Check	21472	10/2/2024	44.56	Mirly,Alan	Utility Refunds: 0036051003-09
Ad Hoc Payment	Check	21473	10/2/2024	234.96	MWSS, LLC	Utility Refunds: 0029086800-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21474	10/2/2024	110.44	Myers,Cindy	Utility Refunds: 0023028201-03
Ad Hoc Payment	Check	21475	10/2/2024	100.31	Parrish,Charles F. or Amelia G.	Utility Refunds: 0110008080-08
Ad Hoc Payment	Check	21476	10/2/2024	103.43	Rachel Company or Kolten Rosin	Utility Refunds: 0151000680-06
Ad Hoc Payment	Check	21477	10/2/2024	145.37	Ram,Jordan or Anjali	Utility Refunds: 0500003612-02
Ad Hoc Payment	Check	21478	10/2/2024	152.93	Reynolds,George or Joanne	Utility Refunds: 0150002058-03
Ad Hoc Payment	Check	21479	10/2/2024	205.88	Riley,Peggy	Utility Refunds: 0500004776-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21480	10/2/2024	105.01	Robert Scougale or Jason Hallwell	Utility Refunds: 0062074300-14
Ad Hoc Payment	Check	21481	10/2/2024	227.59	Roushall,Wesley or Laura	Utility Refunds: 0500001466-02
Ad Hoc Payment	Check	21482	10/2/2024	47.95	Sakamaki,Sharren	Utility Refunds: 0500005166-02
Ad Hoc Payment	Check	21483	10/2/2024	59.15	Sammons,Mark or Deborah	Utility Refunds: 0500001775-03
Ad Hoc Payment	Check	21484	10/2/2024	108.33	SFR Borrower 2022-1 LLC	Utility Refunds: 0500002330-04
Ad Hoc Payment	Check	21485	10/2/2024	222.00	Smith,Richard or Linda	Utility Refunds: 0150011120-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21486	10/2/2024	530.94	Songbird Holdings LLC	Utility Refunds: 0500006473-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21487	10/2/2024	255.85	Stefan,Andrea	Utility Refunds: 0133004900-01
Ad Hoc Payment	Check	21488	10/2/2024	244.00	Stephen Snedeker, Personal Rep of the Estate of,Kathy Suzanne Burke	Utility Refunds: 0150009424-06
Ad Hoc Payment	Check	21489	10/2/2024	211.00	Switzer,Patricia or Brian	Utility Refunds: 0156003382-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	21490	10/2/2024	494.13	Ten Talents Delaware 14, LLC	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	21491	10/2/2024	179.93	Thomas Ballentyne Mcvie Care of Lex Page,Attorney at Law	Utility Refunds: 0140012088-03
Ad Hoc Payment	Check	21492	10/2/2024	51.74	Tofell,Jane	Utility Refunds: 0500002821-02
Ad Hoc Payment	Check	21493	10/2/2024	241.21	Wheeler,Raymond or Barbara	Utility Refunds: 0137001584-02
Supplier Payment	Check	21494	10/2/2024	24,648.45	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	Check	21495	10/2/2024	136.00	American Sani-Can	
Supplier Payment	Check	21496	10/2/2024	550.00	AT & T Mobility National Accounts LLC	
Supplier Payment	Check	21497	10/2/2024	6,750.00	BMI Audit Services, LLC	
Supplier Payment	Check	21498	10/2/2024	32,603.48	Carahsoft Technology	
Supplier Payment	Check	21499	10/2/2024	13,479.33	CECO Inc	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	21500	10/2/2024	671.35	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	21501	10/2/2024	75.00	Cheyonna Lewis	
Supplier Payment	Check	21502	10/2/2024	164,470.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	21503	10/2/2024	159.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	21504	10/2/2024	32,277.78	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	21505	10/2/2024	820.68	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	21506	10/2/2024	457.20	Farallon, Inc	
Supplier Payment	Check	21507	10/2/2024	8,108.40	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	21508	10/2/2024	326.10	Fidelity National Title Co of Washington	
Supplier Payment	Check	21509	10/2/2024	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	21510	10/2/2024	202,804.77	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	21511	10/2/2024	358,843.48	Holt Services Inc	
Supplier Payment	Check	21512	10/2/2024	401,136.69	Infor Public Sector, Inc - Remit-To: InforPublic Sector, Inc	
Supplier Payment	Check	21513	10/2/2024	3,339.30	KBT Distributing LLC	
Supplier Payment	Check	21514	10/2/2024	508.20	Mallory Safety & Supply LLC	
Supplier Payment	Check	21515	10/2/2024	5,397.98	Mobes Business Forms	
Supplier Payment	Check	21516	10/2/2024	13,189.14	Parametrix, Inc	
Supplier Payment	Check	21517	10/2/2024	44,034.00	Prestige Care & Rehabilitation - Camas	
Supplier Payment	Check	21518	10/2/2024	4,940.89	Proforce Marketing Inc	
Supplier Payment	Check	21519	10/2/2024	527.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	21520	10/2/2024	3,114.74	RH2 Engineering, Inc.	
Supplier Payment	Check	21521	10/2/2024	11,429.82	S&B Inc	
Supplier Payment	Check	21522	10/2/2024	2,919.72	San Diego Police Equipment Co Inc	
Supplier Payment	Check	21523	10/2/2024	37,870.78	Scanna MSC Inc.	
Supplier Payment	Check	21524	10/2/2024	473.42	Schachtel Corporation	
Supplier Payment	Check	21525	10/2/2024	17,535.46	Stark Street West, Inc	
Supplier Payment	Check	21526	10/2/2024	1,306.48	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	21527	10/2/2024	353.28	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	21528	10/2/2024	2,041.72	The Loudenback Corporation	
Supplier Payment	Check	21529	10/2/2024	641.34	Towing & Recovering Services Inc	
Supplier Payment	Check	21530	10/2/2024	410.89	Triple J Enterprises	
Supplier Payment	Check	21531	10/2/2024	330.00	Vancouver Granite Works Inc	
Supplier Payment	Check	21532	10/2/2024	181.63	Walter E Nelson Company	
Supplier Payment	Check	21533	10/2/2024	605.00	Willis Towers Watson Insurance Services West Inc	
			Check	1,425,768.99		
Expense Payment	Direct Deposit	EFT-00265672	10/3/2024	62.20	Scott Boyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265673	10/3/2024	994.70	Kenneth Pelletier	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265674	10/3/2024	17.35	Lonny Klugman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265675	10/3/2024	128.93	Jerry Johnson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265676	10/3/2024	199.00	Dene Foral	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00265677	10/3/2024	434.50	Chadd Nolan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265678	10/3/2024	229.00	Samantha Moody	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265679	10/3/2024	229.00	Julie Patterson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265680	10/3/2024	434.50	Jason Nicholson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265681	10/3/2024	267.00	Timmi Winther	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265682	10/3/2024	434.50	Jake Carlow	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265683	10/3/2024	434.50	Anna Bergstrom	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265684	10/3/2024	434.50	Sierra Maxwell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265685	10/3/2024	449.50	Justin Box	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00265686	10/3/2024	506.00	Amelia Metevia	Travel Advance
Expense Payment	Direct Deposit	EFT-00265687	10/3/2024	399.70	Jessica Hild	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265688	10/3/2024	333.00	Sean Suarez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265689	10/3/2024	119.20	Julie Ballou	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265690	10/3/2024	376.92	Rebecca Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265691	10/3/2024	99.50	Gary Zumwalt	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00265692	10/3/2024	106.00	Carlos Cedeno-Contreras	Employee Reimbursement
			Direct Deposit	6,689.50		
Supplier Payment	EFT	EFT-00265693	10/3/2024	112,485.15	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00265694	10/3/2024	1,868.59	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00265695	10/3/2024	997.50	Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00265696	10/3/2024	1,500.00	Bowman Consulting Group, Ltd.	
Supplier Payment	EFT	EFT-00265697	10/3/2024	13,095.49	Waxie's Enterprises Inc	

INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00265698	10/3/2024	450.00	Thomas Garvey	
Supplier Payment	EFT	EFT-00265699	10/3/2024	480.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00265700	10/3/2024	500.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00265701	10/3/2024	12,661.81	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00265702	10/3/2024	86,733.25	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00265703	10/3/2024	1,065.00	Anna-Michelle Shanti Kriens	
Supplier Payment	EFT	EFT-00265704	10/3/2024	5,022.82	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00265705	10/3/2024	26,697.45	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00265706	10/3/2024	20,940.49	Fehr & Peers	
Supplier Payment	EFT	EFT-00265707	10/3/2024	4,350.52	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00265708	10/3/2024	2,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00265709	10/3/2024	48,113.88	SDB Inc	
Supplier Payment	EFT	EFT-00265710	10/3/2024	75.00	Amy Lynn Roark	
Supplier Payment	EFT	EFT-00265711	10/3/2024	460.35	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00265712	10/3/2024	781,247.05	Tapani Inc	
Supplier Payment	EFT	EFT-00265713	10/3/2024	963.08	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00265714	10/3/2024	33,000.00	Liberty Mutual Group Inc.	
			EFT	1,154,707.43		
Supplier Payment	Manual Wire		9/30/2024	922,859.32	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		10/1/2024	2,987.90	Internal Revenue Service	
Supplier Payment	Manual Wire		10/1/2024	10,109.90	VSP Vision Care Inc	
Supplier Payment	Manual Wire		10/1/2024	89,906.86	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		10/1/2024	46,803.58	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		10/2/2024	26,380.47	United States Postal Service	
Supplier Payment	Manual Wire		10/3/2024	602,796.70	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		10/3/2024	209,957.30	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		10/3/2024	14,962.82	Washington Dental Service	
Supplier Payment	Manual Wire		10/3/2024	235,719.62	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		10/4/2024	49,363.03	Liberty Mutual Group Inc.	
			Manual Wire	2,211,847.50		
			Checks	1,425,768.99		
			Direct Deposit	6,689.50		
			EFT	1,154,707.43		
			10/7/2024	15,828.10	City Payments	Posted 09-30-24 to 10-06-24
			Hansen Total	15,828.10		
			10/7/2024	902.50	Miscellaneous	Parks Class Refunds FCC 09-30-24 to 10-06-24
			10/7/2024	1,337.00	Miscellaneous	Parks Class Refunds MCC 09-30-24 to 10-06-24
			VISA Total	2,239.50		
			Payroll Total	0.00		
			GRAND TOTAL	4,817,081.02		

City of Vancouver
Payroll Council Report
September 30, 2024 - October 06, 2024

Check No.	Date	Explanation	Amount
		No payroll this period	

\$ -

A ZONING ORDINANCE, amending and restating Ordinance M-4455 adopted by the City Council on an emergency interim basis on September 9, 2024, relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing additional findings of fact; establishing an immediate effective date and providing for severability.

Staff Report: 211-24

To: Mayor and City Council
From: City Manager
Date: October 14, 2024

Subject

2024 Housing Code Changes

Key Points

- The changes to Title 20 of the Vancouver Municipal Code (VMC) expand ADU and duplex allowances in single family zones, streamline infill standards with smaller lots, and allow smaller cottage cluster developments with clarification that owner occupied developments are allowed.
- The code changes facilitate housing and move the City in the direction of more stringent new GMA housing requirements that will be incorporated into the 2025 Comprehensive Plan and zoning code update. Adopting the code standards now can facilitate short term housing production, expand housing options, and allow near term construction to include smaller and less costly housing.
- On September 9, 2024, the City Council approved an interim ordinance making these changes, which are identified in yellow in ordinance attached to this report. Staff subsequently identified additional code corrections and format changes triggered by the September 9 changes resulting in presentation of an amended and restated ordinance. The additional changes, identified in green in the attached ordinance are designed to improve internal consistency within the VMC and clarify implementation of the interim zoning ordinance. These code refinements are based on existing findings of fact and do not introduce significant new policy.
- Pursuant to RCW 36.70A.390, with these additional code modifications, the City Council may adopt the attached amended and restated ordinance, stipulating the findings of fact justifying such action, at the October 14, 2024 public hearing without an additional hearing.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

- Vancouver's zoning code currently allows one ADU per single family lot and generally prohibits duplexes. New GMA requirements under HB 1337 requires allowing two ADUs per lot, and under HB 1110 requires allowing 4-6 unit developments on single family lots.

- Vancouver code currently establishes a two-tier system for infill developments, including a required neighborhood meeting, allowing infill lots approximately 20-25% smaller than otherwise required by the underlying zoning district. New GMA requirements don't specifically target infill projects per se, but do require allowing ADUs and 4-6 unit developments in single family zones as noted, and also require under HB 1220 that the City of Vancouver provide capacity to accommodate 38,000 additional housing units citywide, approximately half of these at below market affordability levels.
- Vancouver code currently limits cottage cluster developments to parent parcels of at least 20,000 square feet, and is not fully clear that clusters may include subdivisions, which typically result in smaller housing units and frequently result in owner occupied housing products, as well as single project site plans, which are more likely to result in rental units. New GMA requirements do not address cluster developments.

Advantage(s)

1. Facilitates short term housing production of generally smaller and less costly units, many for home ownership and often in areas well-served by existing infrastructure and services, moving in the direction of new GMA requirements to be addressed in the 2025 Comprehensive Plan and aligning with Council identified priorities for housing, economic opportunity and vibrant neighborhoods.
2. Advances the City's Housing Action Plan, specifically related to reforming zoning codes that limit housing production.

Challenge(s)

Over time the introduction of smaller housing opportunities may result in moderate changes in existing neighborhoods.

Budget Impact

No significant impacts anticipated.

Prior Council Review

Council review and discussion in the September 9, 2024 consent agenda and adoption of initial interim zoning Ordinance M-4455. Council workshop review on July 15, 2024.

Action Requested

On October 14, 2024, hold a public hearing on 2024 housing code changes substantially similar to those adopted by interim ordinance on September 9, 2024 and adopt an amended and restated version of that ordinance pursuant to [RCW 36.70A.390](#).

Staff Contact

Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance



Amended Interim Ordinance for 2024 Housing Code Changes Vancouver City Council Public Hearing

Bryan Snodgrass, Principal Planner Community Development Department

October 14, 2024



Interim Ordinance Provisions:

- Adopted on interim basis September 9, 2024. Follow up hearing required in 60 days. In effect for one year.
- Expanded ADUs and duplex allowances
- Streamlined infill development with smaller lots
- Amended cottage cluster standards
- Minor amendments now proposed for internal consistency and formatting. Additional hearing not required.





Expanded ADU and duplex allowances

- HB 1337 requires allowing two 1,000 SF ADUs per SFR lot
- HB 1110 requires allowing 4-6 unit middle housing developments on SFR lots
- Proposed 2024 changes would comply with new ADU requirements, and begin moving towards middle housing compliance by allowing duplexes





Streamlined infill standards

- Currently allows parcels of 2.5 acres or less to be divided into smaller lots than otherwise allowed. Likely rendered moot by new middle housing law.
- 2024 changes eliminate requirement for neighborhood meeting before application submittal (neighborhood participation in pre-apps typically maintains opportunity for consultation); allows smaller lots more consistent with new middle housing laws.





Amended cottage cluster standards

- Currently allows parent parcels of 20,000 SF or more in SFR zones to be divided into small lots with small cottages.
- Update would allow parent parcels of 10,000 SF or more.
- Update would also better clarify that cluster developments can consist of separate individual lots, not only single site plans





Amendments to September ordinance

- Internal cross references
- Section numbering
- Internal consistency



Thank You



bryan.snodgrass@cityofvancouver.us

360-487-7946



ATTACHMENT: INTERIM ORDINANCE FOR 2024 HOUSING CODE CHANGES

10/14/24

ORDINANCE NO. M_____

A ZONING ORDINANCE, amending and restating Ordinance M-4455 adopted by the City Council on an emergency interim basis on September 9, 2024, relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing additional findings of fact; establishing an immediate effective date and providing for severability.

WHEREAS, enacted ordinances may be amended and restated in full and reenacted pursuant to Section 2.12 of the Vancouver City Charter and this amended and restated ordinance is consistent with and relies on the findings of fact stipulated in Ordinance M-4455 and restated here; and

WHEREAS, the City has the authority to adopt an interim zoning ordinance pursuant to RCW 36.70A.390, provided that such action is justified by adopted findings of fact, as provided herein, and a public hearing is scheduled and held concurrently or within 60 days of adoption; and

WHEREAS, this interim zoning ordinance may be effective for a period of one year, if a work plan is developed for related studies providing for such a period, and may be extended for one or more additional six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and

WHEREAS, pursuant to the Growth Management Act (Chapter 36.70A RCW) the City Council has adopted Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the City of Vancouver faces increasing affordable housing challenges and rising housing costs and challenges in providing sufficient housing for all economic segments as documented in the [2016 City of Vancouver Affordable Housing Task Force Report](#) and a March 28, 2022 City Council workshop presentation and discussion; and

WHEREAS, the Washington legislature has amended the Growth Management Act in recent years to establish several new mandates for local government to increase capacity and allowances for additional housing, particularly denser and lower cost housing, through legislation including but not limited to HB 1220, HB 1110 and HB 1337; and

WHEREAS, the City Council conducted duly advertised workshops on July 15, 2024 and duly advertised Communication discussion on March 4, 2024, following which the Council adopted interim ordinance M-4455 on September 9, 2024; and

WHEREAS, additional minor amendments to zoning code language in Attachments A and B of Ordinance M-4455, primarily related to code section numbering and formatting, internal cross referencing, amendments for clarify and application processing, has been identified as necessary to be consistent with Ordinance M-4455; and

WHEREAS, the City has developed a work plan for related studies on residential density zoning changes in conjunction with the 2025 Comprehensive Plan update currently being conducted by the City.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings of Fact. The City Council adopts the following as findings of fact:

- a. Housing affordability and accessibility is a pressing concern for current and future citizens of the City of Vancouver.
- b. The state of Washington has adopted stringent new housing requirements for local governments, including but not limited to legislation through HB 1220, HB 1110 and HB 1137, requiring cities to increase allowance for housing types and densities in single-family zones and to provide long term capacity citywide to meet set housing unit targets.
- c. Adopting changes to Vancouver Municipal Code Title 20 to allow two accessory dwelling units (ADUs) or duplexes on single family lots, streamline infill standards and allow smaller infill lots, and

amend cottage cluster standards as set forth in this ordinance will facilitate short term housing production, and move towards partial compliance of new requirements prior to adoption of the City's 2025 Comprehensive Plan and associated zoning standards

- d. Additional amendments identified to Ordinance M-4455 correct zoning code formatting, cross referencing, and clarity, but are consistent with and do not significantly expand the policy implications of Ordinance M-4455

Section 2. Workplan. The following workplan and related studies on the associated impacts and proposed locations and land use development standards for increased residential density shall be implemented for final adoption of the interim zoning ordinance on or before September 8, 2025:

- a. 2024 Fourth Quarter – As part of work towards the 2025 Comprehensive Plan and related zoning code update, research regulatory options to comply with new GMA requirements and address local housing needs
- b. 2025 First Quarter – Continue research and engage in outreach as part of 2025 Comprehensive Plan update process
- c. 2025 Second Quarter - Continue research and engage in outreach as part of 2025 Comprehensive Plan update process - Begin Planning Commission and Council workshops
- d. 2025 Third Quarter - Conclude workshops and hold public hearing

Section 3 Zoning Text Amendments. Amend VMC 20.810, VMC 20.410, VMC 20.920, and VMC 20.950 in accordance with the code changes specified in the following attachments to this ordinance, hereby incorporated by reference:

- A) Attachment A - Amendments to allow two Accessory Dwelling Units or duplexes on single family lots (Chapter 20.810 VMC and Chapter 20.410 VMC)
- B) Attachment B - Amendments to streamline infill development standards and allow smaller lots (Chapter 20.920 VMC)
- C) Attachment C - Amendments to allow smaller cottage cluster parent parcels, and make clearer

that land divisions are allowed (Chapter 20.950 VMC)

Section 4. Duration. Because a work plan for related studies has been developed, this interim zoning ordinance shall be in effect for one year following the effective date established herein, or as otherwise renewed in accordance with RCW 36.70A.390.

Section 5. Public Hearing Required. Pursuant to RCW 36.70A.390, a public hearing must be held on this interim zoning ordinance within 60 days of adoption and, if this interim zoning ordinance is to be renewed for a six-month period, a subsequent public hearing must be held on or before September 8, 2025 with findings of fact based on the work plan that justify such an extension.

Section 6. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence paragraph, section or part of this law are hereby declared to be severable.

Section 7. Savings Clause. Ordinance No. M-4455, which is amended and restated by this ordinance, shall remain in force and effect until the effective date of this ordinance.

Section 8. Effective Date. The City Council hereby finds and declares that an emergency exists which necessitates that this interim zoning ordinance become effective immediately in order to preserve the public health, safety, and welfare. This ordinance shall go into effect immediately on passage.

Section 9. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2024.

Anne McEnery Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

A ZONING ORDINANCE, amending and restating ordinance M-4455 adopted by the City Council on an emergency interim basis on September 9, 2024, relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.410, 20.810, 20.920, and 20.950 pursuant to RCW 36.70A.390; establishing additional findings of fact; establishing an immediate effective date and providing for severability.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Ordinance Attachment A - Amendments to allow two Accessory Dwelling Units or duplexes on single family lots. Ordinance M-4455 amendments highlighted in yellow. Additional amendments highlighted in green.

Chapter 20.810 ACCESSORY DWELLING UNITS

Sections:

20.810.010	Purpose.
20.810.020	Definition.
20.810.030	Applicability.
20.810.040	Development Standards.
20.810.050	Submission Requirements.
20.810.060	Conversion of Existing Accessory Structures.

20.810.010 Purpose.

Purpose. The purpose of these code provisions for accessory dwelling units (ADUs) is to: (1) provide homeowners with flexibility in establishing separate living quarters within or adjacent to their homes for the purpose of caring for seniors, providing housing for their children or obtaining rental income; (2) increase the range of housing choices and the supply of accessible and affordable housing units within the community **consistent with statutory requirements**; and (3) ensure that the development of accessory dwelling units does not cause unanticipated impacts on the character or stability of single-family neighborhoods. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3643, 2004)

20.810.020 Definition.

Accessory Dwelling Unit (ADU). One or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit within or attached to a single-family dwelling or in a detached building on the same lot as the primary dwelling unit. **An ADU is distinguishable from a duplex in that, unlike a duplex, it is clearly subordinate to the primary dwelling unit, both in use and appearance.** (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3931 § 25, 2009; Ord. M-3643, 2004)

20.810.030 Applicability.

A. *Accessory dwelling unit applicability.* ADUs shall be permitted outright in all residential zoning districts that contain a single-family home in all residential zoning districts (R-2, R-4, R-6, R-9, R-17, R-18, R-22, R-30, R-35, and R-50) if in compliance with all of the development standards contained in VMC 20.810.040. ADUs shall not be allowed within nonresidential zoning districts or in the following circumstances:

1. On properties not containing a detached single-family dwelling.

2. On properties containing activities requiring a home occupation permit pursuant to Chapter 20.860 VMC.

B. *Approval process.* A proposed ADU shall be reviewed by means of a Type I procedure, pursuant to VMC 20.210.040, subject to the development standards contained in VMC 20.810.040. An ADU use is not subject to site plan review. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017)

20.810.040 Development Standards.

Development standards for accessory dwelling units. An ADU shall comply with the following standards:

A. *Configuration.* An ADU may be located either within, attached to, or detached from the primary structure.

B. *Density.* Only one Up to Two ADUs may be created in conjunction with each legal lot containing a single-family residence. single-family residence.

C. *Minimum lot size.* An ADU may be established on any legally established lot meeting applicable standards of this chapter.

D. *Maximum unit size.* The gross floor area, calculated from finished wall to finished wall, ADU shall not exceed 1,000800-square feet of gross floor area, or 50 percent of the primary single-family structure, not including garage and/or detached accessory buildings (whichever is less). ADUs created entirely within existing basements may exceed 800 square feet, provided they are not larger than the size of the remainder of the overall home.

E. *Minimum unit size.* The gross floor area of an ADU shall not be less than the requirements of the Washington State Building Code.

F. *Setbacks, height and lot coverage.* Additions to existing structures, or the construction of new detached structures, associated with the establishment of an ADU shall not exceed the allowable lot coverage, height or encroach into required setbacks as prescribed in the underlying zone. The applicable setbacks and height

shall be the same as those prescribed for the primary structure, not those prescribed for detached accessory structures.

~~G. *Scale and visual subordination.* New detached ADUs, or ADUs extending from existing structures, shall not comprise more than 50 percent of total visible façade area of the primary structure and other outbuildings not including the ADU, as seen from the front of the lot. ADUs shall be subject to a maximum height of 25 feet.~~

G. *Parking.* No additional on-site parking is required in conjunction with the establishment of an ADU.

~~I. *Design and appearance.* ADUs that are separate or extending from existing structures shall be architecturally compatible with the principal dwelling.~~

H. *Construction standards.* The design and construction of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3959 § 38, 2010; Ord. M-3701 § 24, 2005; Ord. M-3643, 2004)

20.810.050 Submission Requirements.

The following information shall be submitted as part of an application for review:

- A. *Application.* Completed and signed application provided by the planning official.
- B. *Fee.* Fee pursuant to Chapter [20.180](#) VMC.
- C. *Site plan.* To-scale site plan showing the exact location of the primary residence and any accessory structures, parking, landscaping and setbacks.
- D. *Floor plan.* Floor plan, drawn to scale, of entire house and accessory unit within the primary residence or within freestanding accessory structure.
- E. *Elevations.* Elevations drawn to scale of the accessory unit within the primary residence or within freestanding accessory structure. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3643, 2004)

20.810.060 Conversion of Existing Accessory Structures.

- A. *Conversions of an existing structure.* An existing garage structure or other outbuilding may be converted to an ADU; provided, that the structure complies with established setback standards for a primary structure, not accessory structure, as prescribed in the underlying zone, and complies with

applicable building codes, and all other standards of this section. Conversion of such garage shall not result in the elimination of the requirement of one legal on-site parking space to serve the single-family residence.

B. *Conversion of existing garages located in non-conforming setbacks.* Garages constructed before January 1, 2021, that are legally nonconforming as to side or rear yard setback may be eligible to be converted or replaced at their current location; provided, that:

1. All applicable ADU, building, and other standards are met.

2. Conversion or replacement structure or portion of the structure located within the setback does not result in it exceeding 15 feet in height or any taller than the existing structure, whichever is greater. Conversions or replacements of garages shall not result in the elimination of the requirement of one legal on-site parking space to serve the single family existing residence.

C. *Off-street parking requirements.* The off-street parking requirements for the primary residence shall be provided for elsewhere on the site in conformance with the setback, paving and other development standards described in Chapter [20.945](#) VMC, Parking and Loading. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3701 § 25, 2005; Ord. M-3663 § 20, 2004; Ord. M-3643, 2004)

20.410.030 Uses. {Single Family Zoning Districts}

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P ¹	P ¹	P ¹	P ¹	P ¹
Group Living	P/X ¹	P/X ¹	P/X ¹	P/X ¹	P/X ¹
Home Occupation	L ²	L ²	L ²	L ²	L ²
Medical Center Residential	L ²³	L ²³	L ²³	L ²³	L ²³
HOUSING TYPES					
Single Dwellings, Attached	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸
Single Dwellings, Detached	P	P	P	P	P
Accessory Dwelling Units	P ⁴	P ⁴	P ⁴	P ⁴	L ⁴
Duplexes	PL ²⁴	PL ²⁴	PL ²⁴	PL ²⁴	L ²⁴
Multi-Dwelling Units	X	X	X	X	L ²⁴
Existing Manufactured Home Developments	L ⁵	L ⁵	L ⁵	L ⁵	L ⁵
Designated Manufactured Homes	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹

USE	R-2	R-4	R-6	R-9	R-17
New Manufactured Homes	L ²⁰	L ²⁰	L ²⁰	L ²⁰	L ²⁰
Cottage Cluster Housing	P ²⁵	P ²⁵	P ²⁵	P ²⁵	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Cultural Institutions	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷
Day Care					
– Family Day Care Homes	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸
– Child Care Centers	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
– Adult Day Care	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹
Emergency Services (except ambulance services)	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Ambulance Services	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Medical Centers	X	X	X	X	X
Parks/Open Space					
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Schools	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
COMMERCIAL					
Commercial and Transient Lodging	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³
Eating/Drinking Establishments	X	X	X	X	X
Entertainment-					

USE	R-2	R-4	R-6	R-9	R-17
Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Personal Services	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle Sales/Rental	X	X	X	X	X
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X
– EV Basic Charging	P	P	P	P	P

USE	R-2	R-4	R-6	R-9	R-17
Stations (accessory only)					
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C
INDUSTRIAL					
Bulk Fossil Fuel Storage and Handling Facilities	X	X	X	X	X
Cleaner Fuel Storage and Handling Facilities	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Small Fossil Fuel or Cleaner Fuel Storage and Distribution Facilities	X	X	X	X	X
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Cemeteries	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶
Wireless Communication Facilities	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

- 5** Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.410.050\(F\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.
- 6** Subject to provisions in VMC [20.895.040](#), Community Recreation and Related Facilities.
- 7** Libraries only permitted outright; all other cultural institutions are conditional uses.
- 8** Family day care homes for no more than 12 children are permitted when licensed by the state.
- 9** Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC [20.860.020\(B\)\(1\)](#) through [\(B\)\(7\)](#); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.
- 10** *Repealed by M-4289.*
- 11** Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC [20.410.050\(D\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).
- 12** Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.
- 13** One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.
- 14** Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC [20.260.020\(B\)\(1\)\(b\)\(2\)](#).
- 15** Subject to provisions in VMC [20.895.030](#).
- 16** Subject to provisions in Chapter [20.885](#) VMC, except sales of fireworks which are prohibited in residential zones.
- 17** Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter [20.890](#) VMC, Wireless Communication Facilities.
- 18** Subject to VMC [20.260.020\(B\)\(1\)\(a\)\(2\)](#), planned development, VMC [20.910.050](#), Zero Lot Line Developments, and Chapter [20.920](#) VMC, Infill Development Standards.

19 A “designated manufactured home” is exempt from the development standards of VMC [20.410.050\(F\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

20 Subject to VMC [20.410.050\(F\)](#), Development Standards – Criteria for Placement of Manufactured Homes.

21 ~~Subject to Chapter [20.920](#) VMC, Infill Development Standards.~~ This footnote has been deleted.

22 This footnote has been deleted.

21 ~~Subject to Chapter [20.920](#) VMC, Infill Development Standards.~~

22 ~~Existing duplexes built on lots meeting the minimum infill lot size standards of Table [20.920.060-1](#) shall be considered conforming uses even if not part of an infill development.~~

23 Medical center residential uses, as defined in VMC [20.160.020](#), are permitted outright if approved through a public facilities master plan per VMC [20.680.040](#).

24 Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.

25 Pursuant to Chapter [20.950](#) VMC, Cottage Cluster Housing.

(Ord. M-4380 § 6, 2022; Ord. M-4377 § 2(a), 2022; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4255 § 6, 2018; Ord. M-4254 § 3(BB), 2018; Ord. M-4187 § 5, 2016; Ord. M-4071 § 7, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 2, 2012; Ord. M-4034 § 10, 2012; Ord. M-4024 § 6, 2012; Ord. M-4002 § 5, 2011; Ord. M-3931 § 9, 2009; Ord. M-3922 § 19, 2009; Ord. M-3840 § 18, 2007; Ord. M-3709 § 4, 2005; Ord. M-3663 § 12, 2004; Ord. M-3643, 2004)

Ordinance Attachment B - Amendments to streamline infill development standards and allow smaller lots. Ordinance M-4455 amendments highlighted in yellow. Additional amendments highlighted in green.

Chapter 20.920

INFILL DEVELOPMENT STANDARDS

Sections:

20.920.010	Purpose.
20.920.020	Applicability.
20.920.030	Relationship to Other Development Standards.
20.920.040	Procedures.
20.920.050	Tier 1 Infill Standards.
20.920.060	Tier 2 Infill Standards.

20.920.010 Purpose.

The intent of the infill ordinance is to encourage the development of underutilized and challenged parcels in the R-9, R-6, R-4, and R-2 zoning districts. The infill ordinance accommodates a variety of housing types including single family detached and single family attached, ~~and duplexes~~ (Ord. M-3643, 2004)

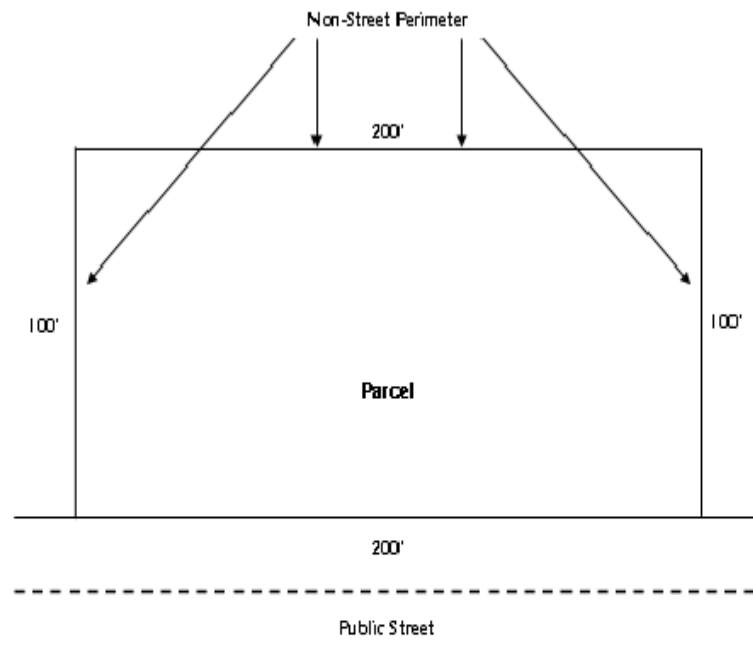
20.920.020 Applicability.

A. *Eligibility Criteria.* This Chapter may be applied to parcels created prior to the adoption date of this ordinance that meet all of the following criteria:

1. The parcel is within the R-9, R-6, R-4, R-2 zoning district; and
2. The **net developable area (excluding any critical areas) of the** parcel is two and one-half (2.5) acres or smaller in area. An infill parent parcel size may be increased by 5% with approval from the Planning Official; and
3. The proposed development can and will be served by urban services at the time of final plat or development approval. For the purposes of this Chapter, “urban services” shall mean public water and sewer service as described in VMC Title [14](#); and
4. There is urban development abutting the subject site on at least 50% of its nonstreet perimeter. For the purposes of this section, “nonstreet perimeter” shall mean that portion of the perimeter of the parcel that is not abutting a public street. Where there is no abutting public street, the entire perimeter is used for measurement.

a. For the purposes of this Chapter, “urban development” shall mean a parcel that meets at least one of the following criteria:

1. All parcels with existing nonresidential or multi-family structures that are currently receiving urban services (e.g. public sewer and water); or
2. Tax exempt parcels, regardless of development status; or
3. All plats which have received final or preliminary approval within the last five (5) years; or
4. Parcels two and one-half (2.5) acres (net developable area) or smaller in area which have existing residential structures; or



Non-Street Perimeter Example
 $100' + 200' + 100' = 400'$ total non-street perimeter
 50% of non-street perimeter = $.5 \times 400' = 200'$
required abutting urban development

1. Parcels that are designated on the City of Vancouver Comprehensive Plan for multi-family, commercial, or industrial development; or

2. Parcels that are not developable based on a prior development review determination (e.g. park lands, environmentally sensitive lands, properties with utility easements).

~~B. *Applicability of the Standards.* There are two levels of infill standards and incentives: Tier 1 and Tier 2. The Tier 2 infill standards offer greater incentives but require compliance with design standards and a neighborhood meeting. Application of either the Tier 1 or Tier 2 infill provisions of this Chapter is an option available for parcels that meet the eligibility criteria. However,~~

B. *Applicability of the Standards.* All infill parcels created as a result of the application of this Chapter and the subsequent infill development on those parcels shall be subject to the standards of this Chapter.

For the purposes of this chapter, the following definitions apply:

1. An “infill parent parcel” is the larger parcel of land from which infill parcels are divided.
2. “Infill Land Division” is the division of an infill parent parcel using some or all of the standards of this Chapter. ~~Tier 1 Infill Land Divisions are those divisions that utilize only the Tier 1 standards of this Chapter. Tier 2 Infill Land Divisions are those divisions that utilize one or more of the Tier 2 standards of this Chapter.~~
3. “Infill parcels” are either parcels that meet the eligibility criteria of this Chapter or those parcels created by the land division of an infill parent parcel through the application of the standards in this Chapter. ~~Tier 1 Infill Parcels are created as a result of Tier 1 Land Divisions. Tier 2 Infill Parcels are created as a result of Tier 2 Land Divisions.~~
4. “Infill development” is the subsequent residential development on infill parcels.
5. ~~“Duplex” shall mean a building designed or used for residence purposes by not more than two (2) families, and containing two (2) dwelling units and located on one legal parcel.~~
6. “Infill Development Plan” is a plan that is required to be submitted with infill development which identifies the existing and proposed lot characteristics, including applicable standards and incentives ~~as described under Tier 1 and Tier 2 development as contained in this chapter.~~
7. “Predominant” shall mean the most frequently occurring residential design characteristic along both sides of the road frontage from intersection to intersection (or block face). (Ord. M-3840 § 41, 08/06/2007; Ord. M-3643, 01/26/2004)

20.920.030 Relationship to Other Development Standards.

A. All of the provisions of this code that would apply to a non-infill project shall apply to infill projects except as specifically modified by this chapter. If there is a conflict between the standards of this chapter

and the provisions of any applicable overlay districts or plan districts, the overlay district or plan district standards shall supersede the standards of this chapter.

B. Development applications which meet the eligibility criteria for infill development, as outlined in this chapter, must comply with additional transportation standards as provided for in VMC [11.80.060](#) infill development transportation standards. (Ord. M-4354 § 3(J), 2021; Ord. M-3643, 2004)

20.920.040 Procedures.

A. *Infill Land Divisions.* The subdivisions and short subdivision of an infill parent parcel into nine (9) or fewer parcels shall be subject to Type II review. The subdivision of an infill parent parcel into more than nine (9) parcels shall be subject to Type III review. The proposed development shall comply with all applicable land division procedures and standards unless specifically modified pursuant to this Chapter.

B. *Development on Infill Parcels.* All development on infill parcels created pursuant to this Chapter shall be subject to the standards for Infill Development. The applicable Infill Development Standards shall be recorded as a plat note on the final plat as a condition of approval.

C. *Pre-Application Meeting.* The pre-application conference required pursuant to VMC Section [20.210.080](#) (Decision-Making Procedures. Pre-application Conference) may not be waived for **Tier I and Tier II infill land division and** infill lot development. In addition to the notice requirements of VMC Section [20.210](#) Decision-Making Procedures, the Planning Official or designee shall also mail written notice to all owners of record of property as shown on the most recent property tax assessment roll, located adjacent to and across the street from the subject property. The City shall also notify the appropriate neighborhood association(s) board members. This mailing shall be concurrent with that required by VMC Section [20.210](#) Decision-Making Procedures. Members of the public shall be provided with an opportunity to comment on the proposed project at a specific time during the meeting set aside for public comments. The notice must provide a brief description of the proposed development and a preliminary development plan. (Ord. M-3643, 2004)

20.920.050 Tier 1 Infill Standards.

Tier 1 infill parcels, infill land divisions and the subsequent infill development on those Tier 1 infill parcels shall be subject to the following standards and incentives.

A. *Minimum Parcel Area.* Within an infill land division for single family development, no lot parcel shall be smaller than the minimum parcel area identified in Table 20.920.050-1, provided no lot shall exceed the maximum required by the underlying zoning district. **In Tier 1, minimum parcel areas shall not be further**

reduced by a variance procedure in VMC Section 20.290. However, this shall not preclude variances to other standards.

Table 20.920.050-1. Minimum Parcel Area for Single Family Dwellings

Zoning District	Minimum Parcel Area Single Family Detached (sq. feet)
R-9	2,000 4,000 sf
R-6	3,000 6,000 sf
R-4	4,000 8,000 sf
R-2	8,000 16,000 sf

B. Minimum Parcel Width and Depth. Within a Tier 1 infill land division, the minimum parcel width and minimum parcel depth standards of Table 20.410.050-1 (Development Standards In Low-Density Residential) may be reduced by up to twenty five percent (20% 50%). However, subsequent development on infill parcels that were created with less than the minimum width and depth required by Table 20.410.050-1 (Development Standards In Low-Density Residential), shall not be eligible for a variance to the minimum setback or frontage requirements.

C. Setbacks. Infill parcels developed under provisions of this Chapter shall comply with setback requirements of Table 20.410-3 (Development Standards In Low-Density Residential) except that front yard and side yard setbacks in all zones shall be as follows:

1. Minimum Front Yard.

- a. Eighteen (18) feet for garage or carport structures or other similar vehicular shelter;
- b. Ten (10) feet for all other structures

2. Minimum Side Yard.

- a. Side yard shall comply with the standard side setbacks of the applicable zoning district.

D. Common Areas. If provided, Common Areas (e.g. landscaping in private tracts, shared driveways, private alleys, and similar uses) shall be maintained by a homeowners association or governed by another

legal instrument. A copy of the applicable covenants, conditions and restrictions shall be provided to the City for review and acceptance before recording concurrently with the final plat. (Ord. M-3643, 2004)

20.920.060 — Tier 2 Infill Standards.

In addition to the Tier 1 standards and incentives, Tier 2 infill parcels and land divisions and the subsequent development on those Tier 2 infill parcels shall be subject to the following standards and incentives:

B. *Additional Dwelling Types Allowed.* In addition to the uses allowed by VMC Table [20.410.030-1](#) (Lower Density Residential Districts Use Table), single-family attached dwellings are allowed on infill parcels subject to the standards of this chapter:

1. Infill developments of three or fewer parcels may have a duplex on a maximum of one parcel. Infill land divisions which result in more than three parcels may have duplexes on a maximum of one-third of the parcels. When the one-third calculation contains a fraction of a housing unit, the applicant must round down to the nearest whole unit. Infill parcels for duplex development shall meet the minimum parcel size area requirements in VMC Table 20.920.060-1 and shall be noted on the face of the plat. The maximum parcel size area standards of VMC Table [20.410.040-1](#) (Minimum and Maximum Densities and Lot Sizes) shall not apply to infill parcels for duplex development. Duplex development is not allowed on an infill parcel if it would result in less than the minimum density for the parcel.

12. *Procedures for Single-Family Attached Dwellings.* Development proposals for single-family attached dwellings utilizing the provision of this chapter shall be subject to the following procedures:

- a. Land divisions shall be reviewed according to Chapter [20.320](#) VMC. In addition, if the land is subdivided, development proposals must receive approval of a development plan that demonstrates how the proposal complies with this chapter and all other applicable requirements. The development plan shall be submitted and reviewed in conjunction with the land division application.
- b. Preliminary plats may not be approved without approval of the submitted development plan. Both the development plan and preliminary plat must be fully consistent with standards of this and all other applicable ordinances.
- c. Preliminary plats may be approved only where conditions of approval are established to ensure that subsequent or existing development on the resultant parcels shall occur consistent with the approved development plan.
- d. Building permits may only be approved if consistent with the approved development plan and land division for all units with common walls.

23. *Building Mass Supplemental Standard.* The maximum number of consecutively attached single-family units (i.e., with attached walls at property line) shall not exceed four units.

34. *Existing Public Alley Access.* Single-family attached subdivisions (creation of 10 or more parcels for single-family attached dwellings) shall receive primary vehicle access from a rear alley if a public alley exists within or adjacent to the subdivision.

45. *Pedestrian Pathways.* City may require dedication of right-of-way or easements and construction of pathways between single-family attached parcels (e.g., between building breaks) to provide for pedestrian connectivity between groupings of single-family attached units and from one side of the parcel to another.

6. *Common Areas*—If provided, Common Areas (e.g., landscaping in private tracts, shared driveways, private alleys, and similar uses) shall be maintained by a homeowners association or governed by another legal instrument. A copy of the applicable covenants, conditions and restrictions shall be provided to the city for review and acceptance before recording concurrently with the final plat.

B. *Neighborhood Meeting Required.* A neighborhood meeting shall be held prior to submission of a Tier 2 infill development application. The applicant shall hold a public meeting to offer owners of property near the affected property an opportunity to participate in the development process. A preapplication conference cannot substitute for the required neighborhood meeting. The applicant shall follow the neighborhood meeting guidelines established by the city.

1. The neighborhood meeting shall be held no earlier than 90 days prior to submittal of the application.

2. The applicant shall send a notice of the meeting at least 15 days prior to the neighborhood meeting to:

a. The official representative(s) of the city-recognized neighborhood association(s), if applicable, in whose boundaries the affected property is located, based on the list of official neighborhood associations kept by the planning official or designee, and

b. Neighbors and property owners of record of property within a radius of 500 feet of the subject property. The records of the Clark County assessor shall be used for determining the property owners of record, and

c. The city of Vancouver planning official or designee.

3. The notice must identify the date, time and place of the meeting and provide a brief description of the proposed development.

4. A copy of the notice, the proposed development plan as presented at the meeting, the mailing list, the sign-in sheet, and a meeting summary from the meeting shall be submitted with the application.

5. The planning official shall include the meeting summary with the notice of application sent to parties pursuant to VMC [20.210.060\(B\)](#), Notification of Public Hearing.

C. Minimum Parcel Size.

1. Infill parcels for single-family development (attached, detached) shall meet minimum parcel area requirements as shown in Table 20.920.0560-1.

Table 20.920.0560-1. Minimum Parcel Area for Single-Family Dwellings

(Detached, Attached and Duplexes)

Zoning District	Minimum Parcel Area Single-Family Detached (sq. feet)	Minimum Parcel Area Single-Family Attached (sq. feet)	Minimum Parcel Area Per Duplex (sq. feet)
R-9	2,000 4,000 sf	1,500 3,000 sf	3,000 6,000 sf
R-6	3,000 5,000 sf	2,000 4,000 sf	4,000 8,000 sf
R-4	4,000 7,000 sf	2,500 5,000 sf	5,000 10,000 sf
R-2	8,000 , 14,000 sf	5,000 10,000 sf	10,000 20,000 sf

2. Parcel area may be varied by the planning official upon request. The planning official may grant a variance for up to one percent for proposed lots.

3. Tier 2 infill developments are not eligible to use Chapter 20.940 VMC, On-Site Density Transfers, provisions.

D. Minimum Parcel Width and Depth. Within a Tier 2 infill land division, the minimum parcel width and minimum parcel depth standards of Table 20.410.050-1 (Development Standards in Lower-Density Residential) shall not apply. However, subsequent development on infill parcels that were created with less than the minimum width and depth required by Table 20.410.050-1 (Development Standards In Lower-Density Residential) shall not be eligible for a variance to the minimum setback or frontage requirements

D. Minimum Parcel Width and Depth. Within a Tier 1 infill land division, the minimum parcel width and minimum parcel depth standards of Table 20.410.050-1 (Development Standards In Low-Density Residential) may be reduced by up to twenty fifty-percent (20% 50%). However, subsequent development on infill parcels that were created with less than the minimum width and depth required by Table

20.410.050-1 (Development Standards In Low-Density Residential), shall not be eligible for a variance to the minimum setback or frontage requirements.

E. Maximum Lot Coverage. Maximum lot coverage may be increased 230 percent over the standard for the applicable zone ~~in a Tier 2 infill development~~, as shown in Table 20.920.0560-2.

Table 20.920.0560-2. Maximum Building Coverage

Zoning District	Current Building Coverage Standard	Building Coverage Standard With 320% Increase
R-9	50%	605%
R-6	50%	605%
R-4	50%	605%
R-2	50%	605%

E. Setbacks. Infill parcels developed under provisions of this chapter shall comply with setback requirements of Table 20.410.050-1 (Development Standards In Lower-Density Residential); except that minimum front, ~~and side and rear yard~~ setbacks shall be as follows:

1. *Minimum Front Yard.*

- a. Eighteen feet for garage or carport structures or other similar vehicular shelter.
- b. Ten feet for other buildings.

2. *Minimum Side Yard.*

- a. Single-family attached dwellings – interior side yard between attached buildings may be zero feet.
- b. All other uses shall comply with the standard side setbacks of the applicable zoning district.

~~3. *Rear Yard.* The minimum rear yard setback shall be 10 feet when the rear yard of the proposed infill development abuts parcels with existing single-family dwellings.~~

~~G. *Design Requirements for Tier 2 Development.*~~

1. *Purpose.* The purpose of this requirement is to ensure compatibility of infill development with the character of existing residential structures while allowing higher density. Specific goals are as follows:

- a. To encourage new infill development that complements the existing neighborhood character.
- b. To ensure new infill development is consistent with the pattern of established residential structures in the immediate vicinity, while allowing a mix of housing types (e.g., single-family attached, duplexes).
- c. To provide a process for neighborhood participation in matters of compatibility within the context of these requirements.

2. *Design Criteria.* Tier 2 infill development shall meet the following design criteria as defined by the predominant existing residential character of the block face. The block face shall consist of properties along both sides of the public or private road frontage on which the development is located, from intersection to intersection, or the road end. If no intersection exists within 200 feet from the development site, then the block face shall consist of all properties along both sides of the road frontage within 200 feet of the development. Design requirements as contained in this section shall not apply to multifamily development containing three or more dwelling units. If there is no applicable existing development along a block face, subsections (G)(2)(a) through (G)(2)(f) of this section shall not apply.

- a. Building orientation on proposed lots located on the block face shall be the same as the predominant orientation of buildings along the block face.
- b. Access and location of off-street parking on proposed lots located on the block face shall be the same as the predominant character for existing development along the block face.
- c. Recessed entries or porches shall be incorporated to the extent that they present a predominant feature of existing dwellings along the block face.
- d. Proposed residences shall have no more stories than the average number of stories of existing buildings located along the block face. The number of stories shall be that which is visible from the street of the designated block face. When the average results in a fraction of less than .5, it shall be rounded down to the next story; a fraction of .5 or greater shall be rounded up to the next story.
- e. Roof pitch shall be within the same roof pitch category as the category within which the highest number of buildings along the block face falls, as follows: flat to slight (0:12 up to 3:12); moderate (greater than 3:12 up to 6:12); or steep (greater than 6:12). Where more than one category contains the highest number of buildings along the block face, the applicant may select from any roof pitch category up to and including the steepest category within which the highest number of buildings along the block face falls. For example, if there are eight homes on the block face and four have a flat to slight roof pitch and four have a moderate roof pitch, new homes may have a roof pitch from either category; however, a roof pitch in the

steep category would not be allowed. (See also Figure 20.920.060-1, Categories of Roof Pitch Used to Determine Tier 2 Infill Predominant Character.)

f. Roof overhangs shall be the same as the predominant character for existing development along the block face.

3. *Waiver.* Any of the above compatibility requirements may be waived if 75 percent or more of the residential property owners along both sides of the street of the subject block face agree to alternate design standards.

4. Neighborhood meeting (See VMC 20.920.050(B), Tier 2 Infill Standards). In the required neighborhood meeting, the applicant must also discuss and receive input on (but not limited to) the following topics:

a. Connected roads and pathways;

b. Buffering;

c. Landscaping;

d. Fencing;

e. Facade features;

f. Compatibility where there is no applicable existing development.

FH. *Expedited Development Review Process.* An applicant may request an expedited review process for infill projects. An expedited infill project shall be contingent upon city staffing and other resource availability. Community development department will endeavor to complete review of an infill project within a 60-day time period from fully complete (FC) to issuance of the land use decision for projects that do not require a hearing; and 80 days for projects that require a hearing.

I. *Infill Development Transportation Standards.* Street standards may be reduced as part of an infill development. See VMC 11.80.060. (Ord. M-4402 §§ 3(Z), 3(AA), 2023; Ord. M-3959 § 47, 2010; Ord. M-3840 § 42, 2007; Ord. M-3730 § 32, 2005; Ord. M-3663 § 24, 2004; Ord. M-3643, 2004)

Ordinance Attachment C - Amendments to allow smaller cottage cluster parent parcels, and make clearer that land divisions are allowed

**Chapter 20.950
COTTAGE CLUSTER HOUSING**

Sections:

- 20.950.010 Purpose.**
- 20.950.020 Applicability.**
- 20.950.030 Site Development and Design Standards.**
- 20.950.040 Approval Process.**

20.950.010 Purpose.

These standards are intended to allow groups of small-scale cottages around common areas in single or multifamily zoning districts in a manner promoting accessible housing and community interaction. The individual homes are smaller and shorter than what is allowed in the underlying zoning district, but they may be built at a higher density. (Ord. M-4377 § 2(d), 2022)

20.950.020 Applicability.

A. *Permitted zones and required minimum project size.* Cottage cluster housing developments shall be allowed on properties ~~2~~**10**,000 square feet or larger in size in the R-17, R-9, R-6, R-4 and R-2 zoning districts. Lot size minimums of the underlying zone are not applicable to cottage cluster developments.

B. *Permitted Uses.* Cottage cluster development uses shall be limited to attached and detached single-family homes and associated outbuildings, public or private open space, and parking areas. Duplexes or attached single-family homes may constitute no more than 20 percent of the total number of units. Home occupations pursuant to Chapter [20.860](#) VMC shall be permitted only if there are no employees residing off site. Accessory dwelling units pursuant to Chapter [20.810](#) VMC shall be permitted only if located entirely within the single-family homes.

C. The narrow lot development standards in Chapter [20.927](#) VMC and R-17 zoning district standards of Chapter [20.410](#) VMC shall not apply to cottage housing developments. **Minimum lot frontage and minimum lot sizes are not applicable to cottage housing developments.** (Ord. M-4438 § 4(L), 2023; Ord. M-4377 § 2(d), 2022)

20.950.030 Site Development and Design Standards.

A. General Standards.

1. Cottage housing developments may be allowed at up to two times the maximum density of the underlying zone, including any accessory dwelling units.
2. Cottage housing developments shall contain a minimum of four and a maximum of 12 units in a cluster; provided, that a cottage development may contain up to two clusters.
3. Each single-family cottage shall not exceed 1,600 square feet in total floor area, and each duplex cottage 3,000 square feet. Floor areas of attached or detached garages and outbuildings shall count towards these size limits, with the exception of the first 200 square feet of garage or outbuilding per single-family cottage, or 400 square feet per duplex. Existing single-family homes may remain on site but will be counted toward the total density.
4. Building heights may not exceed 25 feet within 50 feet of the project site perimeter, and 30 feet elsewhere in the site. Roofs higher than 18 feet shall be pitched at a ratio of at least 6:12.
5. Covered porches shall be at least 60 square feet, with no dimension less than five feet.
6. Buildings shall be set back at least 10 feet from the nearest public or private road, and at least five feet from other buildings. Building setbacks to exterior property lines shall be that of the underlying zoning district.

B. Cottage Orientation. Cottages must be clustered around a common courtyard and must meet the following standards:

1. At least 75 percent of the cottage units shall be located within 25 feet of a common courtyard, and shall have covered porches and main entries which face the common courtyard or an adjacent public street.
2. The planning official may at their discretion grant exceptions as needed to allow cottages abutting a public street at the site perimeter to face the street, and as needed in cases of very narrow or unusually configured project parcels may reduce the required percentage of lots located within 25 feet of the common courtyard to 50 percent.

C. Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

1. The common courtyard must contain a minimum of 200 square feet of usable open or congregating space per cottage unit within the associated cluster.

2. The common courtyard must be generally square or round, and no narrower than 15 feet wide at its narrowest dimension.
3. The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 50 percent of the total common courtyard area.
4. Pedestrian paths must be included in a common courtyard. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

D. Required Parking and Parking Design.

1. *Required spaces.* Each dwelling unit shall include at least one parking space within the project area. On-street parking spaces abutting the project area may be counted towards this requirement.
2. *Common Parking Areas.* Parking may be located adjacent to an individual unit or in a common parking area. Common parking areas are subject to the following standards:
 - a. Cottage cluster projects with fewer than 12 cottages are permitted parking clusters of not more than five contiguous spaces.
 - b. Cottage cluster projects with 12 cottages or more are permitted parking clusters of not more than eight contiguous spaces.
 - c. Parking clusters must be separated from other spaces by at least four feet of landscaping.
 - d. Clustered parking areas may be covered.
3. *Parking location, access and screening.*
 - a. Off-street parking areas with five or more spaces shall not be located within 20 feet from any property line that abuts a street other than an alley.
 - b. No off-street parking space or vehicle maneuvering area is permitted between a property line that abuts a street (other than an alley) and the front façade of cottages located closest to that property line.
 - c. No off-street parking space is permitted within 10 feet of any other property line external to the cottage cluster, except property lines abutting an alley. Driveways and drive aisles are permitted within 10 feet of other external property lines.
 - d. Sight-obscuring landscaping, fencing, or walls at least three feet in height shall separate clustered parking areas and parking structures from common courtyards and property lines external to the cottage cluster.

E. *Pedestrian Access.*

1. A pedestrian path must be provided that connects the main entrance of each cottage to the following:
 - a. The common courtyard;
 - b. Shared parking or solid waste storage areas;
 - c. Community buildings; and
 - d. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
2. The pedestrian path must be hard-surfaced and a minimum of three feet wide.

F. *Community Buildings.* Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, community eating areas, community gardens, or picnic shelters. Community buildings must meet the following standards:

1. Each cottage cluster is permitted one community building.
2. The community building shall have a maximum floor area of 1,200 square feet.

G. *Maintenance of Common Areas.* The development application shall include a plan for ongoing maintenance of shared or common areas, including a mechanism for ensuring that the maintenance plan will be implemented.

H. *Solid Waste and Recycling Access and Collection.*

1. An access plan for solid waste and recycling collection service to all dwellings in the development shall be submitted with the application.
2. The access and collection plan shall show either a designated collection point for each lot or a common solid waste storage area for use by all lots and the ability of collection vehicles to maneuver safely to all points of collection. All circulation and turnaround designs must meet the requirements of VMC [11.80.070](#) and the Transportation Standard Details and be feasible using city-provided solid waste truck turning modeling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required.
3. Collection points and common solid waste storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion.

4. Where collection is not feasible on each lot, one or more designated common solid waste storage areas, located no further than 150 feet from any dwelling it serves, shall be provided.
 - a. Common outdoor solid waste storage areas must have a smaller gate, door or open walkway entrance for residents in addition to and separate from the service gate(s).
 - b. The dimensions of the common solid waste storage area shall accommodate receptacles consistent with current methods of local collection and allow for pedestrian (driver and residents) access between receptacles. Plans shall show footprints of all intended receptacles using dimensions from city-provided solid waste receptacle standards.
 - c. Outdoor common solid waste storage areas shall be enclosed by a screen comprised of a sight-obscuring wall, fence and/or vegetation. Service gate(s) shall allow access to haulers; they shall be capable of being secured in fully closed and open positions.
 - d. Solid waste storage receptacles shall be clearly labeled to indicate the type of materials accepted.
 - e. Common outdoor solid waste storage areas shall not be located in a side or rear yard setback that abuts property that is not within the same development; i.e., impacts of the location on neighboring properties is an important consideration. Every effort should be made to locate outdoor garbage and recycling areas so as to minimize their impacts on existing neighboring residential properties.
5. Designated collection points shall be located adjacent to alleys or streets but shall not obstruct sidewalks, bike lanes, or vision clearance triangles.
6. Maintenance of any private streets or alleys used for solid waste collection service shall be the responsibility of the property owners, and a maintenance agreement shall be recorded with the plat.
7. Each lot must have adequate storage space for carts when not set out for collection day. If lots do not have garages, driveways, or other suitable features for storing carts, individual or shared enclosure areas must be provided and shown on plans. Receptacles and common storage areas must be screened from view and not located in the right-of-way or adjacent to existing neighboring properties. (Ord. M-4438 § 4(L), 2023; Ord. M-4402 § 3(CC), 2023; Ord. M-4377 § 2(d), 2022)

20.950.040 Approval Process.

Cottage cluster housing projects shall be reviewed under Chapter [20.320](#) VMC, Subdivisions, where individual lots are proposed to be owned separately, or as a Type II review subject to Chapter [20.270](#) VMC, Site Plan Review, where common ownership of lots is proposed. (Ord. M-4377 § 2(d), 2022)