

March 9, 2020 - City Council Meeting Minutes

WORKSHOPS

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

4:00-6:00 p.m. A Stronger Vancouver: Review of Final Package

This workshop was held in the Aspen Room (1st floor) at City Hall.

Summary

Council continued discussions regarding the final programs and services for the Stronger Vancouver package and provided feedback on funding options. The discussion will continue at future work sessions.

Executive Session re: Cyber Security (30 minutes)

Mayor McEnerny-Ogle announced the Council would be entering into executive session for 30 minutes to discuss cyber security.

COUNCIL CONSENT AGENDA MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:31 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen,
Mayor McEnerny-Ogle
Absent: None

Proclamation: Transgender Day of Visibility

Mayor McEnerny-Ogle read and presented a proclamation to Owen McHatton and Brian Montano, representing the Imperial Sovereign Court of the Raintree Empire, proclaiming March 31, 2020, as Transgender Day of Visibility.

Citizen Communication (Items 1-4)

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-4)

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the Consent Agenda.

1. Amendment to VMC Ch. 2.57 Increasing the Number of Civil Service commissioners from three (3) to five (5)

Staff Report 027-20

AN ORDINANCE amending Vancouver Municipal Code 2.57.010 to increase the number of Civil Service commissioners, redefine a quorum thereof, and provide for savings, severability, and an effective date.

Summary

At their 2019 retreat, the City Council confirmed an interest in expanding the composition of the Civil Service Commission from 3 to 5 members, and to designate at least one seat on the commission as being labor representatives.

Pursuant to VMC 2.57.010, the current composition of the Civil Service Commission is currently limited to three (3) commissioners, with a quorum consisting of two (2) commissioners.

This change to the municipal code adds two seats to the commission for a total of five members, and stipulates that at least one appointment shall be filled by a union representative. Three commissioners will constitute a quorum.

Request: On Monday, March 9, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 16, 2020.

Michael Nigrey, Assistant City Attorney, 487-8504

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

Motion approved the request.

2. **Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area**

Staff Report 028-20

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

Summary

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted five subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, April 2019, and October 2019. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders,

including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that meets monthly and helps guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft redevelopment concept for the Tower Mall area was developed and made available for public review starting in April 2019. The draft redevelopment concept responds to public input that highlights the need for programmable open space, safer mobility and increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

In the second half of 2019, the project team continued to refine the redevelopment plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the redevelopment area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan was released in November 2019, in advance of planned workshops with the Planning Commission and the City Council. Based on feedback gathered through ongoing public engagement, the draft plan was refined and an updated draft was released in January of this year. Along with the updated plan, a draft environmental impact statement (DEIS) was also released on Jan. 23, and provides an analysis of environmental impacts and outlines mitigation measures. Implementation steps, including the adoption of development regulations required to implement the vision established by the plan, will be developed and presented to Council for consideration and adoption in the third quarter of 2020.

Continuation of the moratorium allows staff the time to complete the subarea planning process for the area that is currently underway and is anticipated to be completed in May of this year. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan. This is intended to

be the final extension of the development moratorium.

Request: On March 9, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 16, 2020.

Rebecca Kennedy, Long Range Planning Manager, 487-7896

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

Motion approved the request.

3. Settlement of Workers' Compensation Claim by Doug Murray

Staff Report 029-20

Summary

Vancouver Fire Captain Doug Murray injured his back in 2012, which eventually led to his medical separation roughly two years later. Workers' compensation laws required the City to pay for not only his medical benefits but also his time loss. The City sought to suspend his benefits due to what was alleged to be non-cooperation in the vocational rehabilitation program, for which the City paid to ensure Mr. Murray could re-enter the workforce in a different capacity. The Board of Industrial Insurance Appeals denied the City's request, and the City appealed that decision to Superior Court, where trial is scheduled to take place later this year.

The City has an excess insurance policy that covers all expenses once the self-insured retention is exhausted. That has occurred. The insurance company has reached a settlement with Mr. Murray and his attorney to avoid ongoing exposure, which is subject to approval by the Board of Industrial Insurance Appeals. The terms of the settlement call for an initial \$32,650 lump sum payment, followed by 81 monthly payments of \$5,000, and a final payment of \$2,350. The entirety of the settlement will be paid by the City's third-party administrator, which will then be able to seek immediate reimbursement from the City's insurance carrier. Even though no City expenditure is necessary for this settlement, Council approval is necessary because it is resolving a claim.

Request: Authorize the City Manager to execute any and all settlement documents needed to resolve Doug Murray's workers' compensation claim stemming from his injury in 2012 in the agreed amount described above, to be paid by the City's Third-Party Administrator, and subject to full reimbursement of the settlement amount by the City's insurance company; and authorize the City Manager to approve any subsequent legal

action necessary to enforce the terms of the same.

Dan Lloyd, City Attorney's Office, 487-8500

Motion approved the request.

4. Approval of Claim Vouchers

Request: Approve claim vouchers for March 9, 2020.

Motion approved claim vouchers for March 9, 2020, in the amount of \$8,205,123.52

Citizen Forum

Mayor McEnery-Ogle opened the Citizen Forum and received the following testimony:

- Terry Phillips, Vancouver, expressed concerns about the Heights District Plan Draft Environmental Impact Statement, and requested the public comment period be extended an additional 60 days.
- Joe Fernald, Vancouver, thanked the City for not including surrounding churches in the rezone plan for the Heights District, and expressed concerns about transparency of the planning process.
- Kate Dulemba, Vancouver expressed concerns about the Westside Bike Mobility project and requested more details about projected costs and a timeline for the project.
- Jim Luce, Vancouver, expressed support for the City's purchase of the Tower Mall site, and requested a 60-day extension of the public comment period for the Heights District Plan Draft Environmental Impact Statement.
- Glen Yung, Vancouver, expressed concerns about the City's utilization of public feedback regarding the Westside Bike Mobility project.
- Sean Denniston, Vancouver, expressed concerns about the Providence Academy redevelopment project and urged the City to set new policy for the preservation of the site to increase protections of it, as well as other historical sites in the city.
- Marianne Russell, Vancouver, expressed concerns about the Providence Academy redevelopment project, and urged the City to reconsider the

impacts to the historic site.

- Janice Ritter, Vancouver, thanked the City for not including surrounding churches in the rezone plan for the Heights District, expressed concerns about parking and traffic impacts that could result from implementation of the Heights District Plan, and requested a 60-day extension of the public comment period for the Heights District Plan Draft Environmental Impact Statement.
- Mary Lou Putnam, Vancouver, expressed concerns that the Council did not seek compromise on the Westside Bike Mobility project, and stated instead the decision on the project polarized the community.
- Janet Hedgepath, Vancouver, thanked the City for proposing to include a focus on climate and energy within the update of the City's Strategic Plan, and urged the City to ban all new fossil fuel infrastructure projects.
- Maldus Alver, Vancouver, expressed concerns about rental management companies and their eviction policies contributing to homelessness.
- Teresa Hardy, Vancouver, spoke regarding resources for and future development of City parks and recreation assets and programs.
- Don Steinke, Vancouver, urged the City to set aggressive greenhouse gas emission reduction targets.
- James Dougherty, Vancouver, expressed concerns about negative impacts of the Navigation Center on the surrounding community and the operations of the center being in compliance with the Hearing Examiner's land use decision regarding the site.
- Mary Todd, Battle Ground, Washington, spoke in support of the City's proposal to include a focus on climate and energy within the update of the City's Strategic Plan, and requested the City set a target of reducing greenhouse gas emissions by at least 10 percent annually.
- Monica Zazueta, Vancouver, urged the City to act now on adopting a Climate Action Plan.
- Gary Wallace, Kalama, Washington, urged the City to set aggressive targets for reducing greenhouse gas emissions.
- Terry Ibert, Vancouver, expressed concerns about the Westside Bike Mobility project process and urged the City to conduct a review of that process.
- Den Mark Wichar, Vancouver, urged the City adopt a strong climate action plan and lead other communities in that regard.
- Ryan Welch, Vancouver, thanked the City for proposing to include a focus on climate and energy within the update of the City's Strategic Plan, and urged

the City to adopt a strong climate action plan.

- Dr. Shana Sundstrom, Vancouver, thanked the City for proposing to include a focus on climate and energy within the update of the City's Strategic Plan, and urged the City to also strategically plan for how to mitigate and address the impacts of climate change.
- Peter Fels, Vancouver, thanked the City for proposing to include a focus on climate and energy within the update of the City's Strategic Plan, but expressed concerns that the time frame is not quick enough and urged the City to take actions in the meantime to reduce emissions locally.
- Cathryn Chudy, Vancouver, thanked the City for proposing to include a focus on climate and energy within the update of the City's Strategic Plan, and urged the City to pass a resolution making a statement on the climate crisis and committing to taking action.
- Alona Steinke, Vancouver, thanked the City for proposing to include a focus on climate and energy within the update of the City's Strategic Plan, and urged the City to adopt aggressive targets for reducing greenhouse gas emissions.
- Lisa Gay, Vancouver, representing Citizens Climate Lobby, urged the Council to adopt a Climate Action Plan.
- Mark Leed, Vancouver, thanked the City for proposing to include a focus on climate and energy within the update of the City's Strategic Plan, and urged the City to ban all new fossil fuel infrastructure projects.
- Tina Brakefield, Vancouver, urged the City to adopt a Climate Action Plan, and requested that the master composting and recycling classes happen more frequently to increase education in the community.
- Tracy Ceravolo, Ridgefield, Washington, urged the Council to adopt a Climate Action Plan and make being a green city Vancouver's identity.
- Caroline Ceravolo, Ridgefield, Washington, stated the climate crisis should be getting the same media attention as the COVID-19 outbreak, and urged the City to adopt an enforceable climate action plan immediately.
- Caleb Ceravolo, Ridgefield, Washington, urged the City to adopt an enforceable climate action plan immediately.

Council agreed to extend Citizen Communication past the 90 minute limit.

- Linda Leonard, Kalama, Washington, urged the City to stop new fossil fuel infrastructure and adopt a strong, enforceable climate action plan.
- Linda Horst, Kelso, Washington, urged the City to adopt a strong, enforceable climate action plan.

- Tim Emineth, Vancouver, urged the City to take steps to lower greenhouse gas emissions.
- Kate Murphy, Portland, Oregon, representing Columbia Riverkeeper, urged the City to adopt a strong, enforceable climate action plan in step with what action the Port of Vancouver has taken.
- Danielle Jokela, Vancouver, noted it has been a year since a number of officer-involved shootings resulted in the deaths of young men in Vancouver. She thanked the City for steps that have been taken so far to improve relationships and understanding, but stated that more improvements are needed.
- Michelle Briede, Vancouver, representing the Heights District Neighborhood Coalition, thanked the City for not including surrounding churches in the rezone plan for the Heights District, and requested a 60-day extension of the public comment period for the Heights District Plan Draft Environmental Impact Statement.
- Kate Fernald, Vancouver, thanked the City for not including surrounding churches in the rezone plan for the Heights District, and requested a 60-day extension of the public comment period for the Heights District Plan Draft Environmental Impact Statement.
- Marsha Joslin, Vancouver, expressed concerns about racial profiling resulting in unemployment for people of color.
- Margaret Bomber, Vancouver, expressed concerns about the Heights District plan and the impact increased density in that area could have on the surrounding neighborhoods.

There being no further testimony, Mayor McEnerny-Ogle closed the Citizen Forum.

Mayor McEnerny-Ogle asked how the comment period on the Draft Environmental Impact Statement could be extended. City Manager Eric Holmes explained that the decision is up to the Planning Official, but Council could provide a recommendation to do so for the Planning Official to take under consideration.

Motion by Councilmember Hansen, seconded by Councilmember Stober, to recommend extension of the Heights District Draft Environmental Impact Statement comment period.

Mayor McEnerny-Ogle asked how long that extension would be. City Attorney Jonathan Young stated it would be at least 14 days but recommended Council clarify the motion to include the Council's preferred time frame.

Motion by Mayor McEnerny-Ogle, seconded by Councilmember Fox, and carried unanimously to amend the motion to recommend a 60-day extension of the comment period for the Heights District Draft Environmental Impact Statement.

Mr. Holmes reminded the Council that there is a development moratorium on the Tower Mall site that Council may extend another six months, but the key to lifting that moratorium is making sure development regulations are in place, which cannot happen until the Heights District Plan is adopted. As such, extending the comment period could cause delays to both actions.

Councilmember Paulsen thanked Mr. Holmes for the reminder, stating that he wants to ensure the City is working toward consensus on this project, and if that necessitates a further extension of the moratorium, he would find that trade-off acceptable.

Mayor McEnery-Ogle urged residents who have questions about the plan to contact staff and get further information.

Motion to recommend to the Planning Official a 60-day extension of the Heights District Plan Draft Environmental Impact Statement comment period carried unanimously.

Adjournment

8:42 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio files are kept in the office of the City Clerk for a period of six years.

March 16, 2020 - City Council Meeting Minutes

NO WORKSHOPS

COUNCIL REGULAR MEETING

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 McEnery-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnery-Ogle

Absent: None

Councilmember Paulsen participated remotely over conference call.

Approval of Minutes

Minutes - February 24, 2020

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of February 24, 2020.

Minutes - March 2, 2020

Motion by Councilmember Glover, seconded by Councilmember Fox, and carried unanimously to approve the meeting minutes of March 2, 2020. Councilmember Stober abstained.

Proclamations:

- 2020 Census

Mayor McEnerny-Ogle read a proclamation recognizing the 2020 Census and the Complete Count Committee. She read statements from Ophelia Noble, Executive Director of the Noble Foundation, Lexi Bongiorno, also representing the Noble Foundation, and Virginia Prioleau, Complete Count Coalition president and pastor at Triumphant Life Worship Center.

- Transit Employee Appreciation Day

Mayor McEnerny-Ogle read a proclamation proclaiming March 18, 2020, as Transit Employee Appreciation Day.

Citizen Communication (Items 1-6)

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-6)

Motion by Councilmember Lebowsky, seconded by Councilmember Stober, and carried unanimously to approve the Consent Agenda.

1. 2020 Central Curb Ramps

Staff Report 030-20

Summary

The City is issuing three separate curb ramp contracts this year as part of its 2020 pavement management program. These contracts include the "2020 East Curb Ramps, the "2020 Central Curb Ramps" and the "2020 West Curb Ramps". The purpose of splitting the work into multiple contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2020 Central Curb Ramps contract only. The 2020 East Curb Ramps were awarded at the February 24 Council meeting. The 2020 West Curb Ramps are also on the March 16 Council agenda.

On February 25, 2020, the City received eight bids for the 2020 Central

Curb Ramps project. The bids ranged from \$343,000 to \$470,000 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Halme Excavating, Inc., Battle Ground, WA</i>	<i>\$343,763.50</i>
<i>Clark and Sons Excavating, Inc., Battle Ground, WA</i>	<i>\$384,749.54</i>
<i>NW Construction GC Inc., Battle Ground, WA</i>	<i>\$409,979.64</i>
<i>Advanced Excavating Specialists (AES), LLC, Longview, WA</i>	<i>\$414,0088.00</i>
<i>Barcott Construction LLC, Chehalis, WA</i>	<i>\$454,423.64</i>
<i>Lee Contractors LLC, Battle Ground, WA</i>	<i>\$ 455,388.40</i>
<i>MJ Hughes Construction, Vancouver, WA</i>	<i>\$460,309.76</i>
<i>3 Kings Environmental, Inc., Battle Ground, WA</i>	<i>\$469,379.59</i>
<i>Engineers' Estimate</i>	<i>\$400,000.00 to \$450,000.00</i>

Request: On March 16, 2020, award a construction contract for the 2020 Central Curb Ramps project to the lowest responsive and responsible bidder; authorize the City Manager or his designee to sign a contract with Halme Excavating, Inc. from Battle Ground, Washington, at their bid price of \$343,763.50, which includes Washington State sales tax; and authorize the City Manager to approve any subsequent legal action necessary to enforce the terms of such contract.

Chris Sneider, Senior Civil Engineer, 487-8239

Motion approved the request.

2. **2020 West Curb Ramps**

Staff Report 031-20

Summary

The City is issuing three separate curb ramp contracts this year as part of its 2020 pavement management program. These contracts include the "2020 East Curb Ramps, the "2020 Central Curb Ramps" and the "2020 West Curb Ramps". The purpose of splitting the work into multiple contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the

on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2020 West Curb Ramps contract only. The 2020 East Curb Ramps were awarded at the February 24 Council meeting. The 2020 Central Curb Ramps are also on the March 16 Council agenda

On March 3, 2020, the City received seven bids for the West Curb Ramps project. The bids ranged from \$407,000.00 to \$562,000.00 . The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Clark and Sons Excavating, Inc., Battle Ground, WA</i>	<i>\$407,200.00</i>
<i>Halme Excavating, Inc., Battle Ground, WA</i>	<i>\$423,515.00</i>
<i>NW Construction GC Inc., Battle Ground, WA</i>	<i>\$424,985.00</i>
<i>Advanced Excavating Specialists (AES), LLC, Longview, WA</i>	<i>\$479,900.00</i>
<i>3 Kings Environmental, Inc., Battle Ground, WA</i>	<i>\$524,650.00</i>
<i>Lee Contractors LLC, Battle Ground, WA</i>	<i>\$551,400.00</i>
<i>MJ Hughes Construction, Vancouver, WA</i>	<i>\$561,489.60</i>
<i>Engineers' Estimate</i>	<i>\$550,000.00</i>
	<i>to</i>
	<i>\$600,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project (based on the Engineer's Estimate and/or actual bid being greater than \$500,000). Clark and Sons Excavating, Inc., Battle Ground, WA, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal.

Request: On March 16, 2020, award a construction contract for the 2020 West Curb Ramps project to the lowest responsive and responsible bidder; authorize the City Manager or his designee to sign a contract with Clark and Sons Excavating, Inc., from Battle Ground, Washington, at their bid price of \$407,200.00, which includes Washington State sales tax; and authorize the City Manager to approve any subsequent legal action necessary to enforce the terms of such contract.

Chris Sneider, Senior Civil Engineer, 487-8239

Motion approved the request.

3. **2018 Joint Agency Slurry Seal Project Contract Amendment (for 2020 work)**

Staff Report 032-20

Summary

On April 3, 2018, the City received bids for the 2018 Joint Agency Slurry Seal Project, which was awarded to Blackline, Inc, of Vancouver, Washington, with the City of Vancouver's portion of the work being approved for \$412,180.00. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies reserved the right to extend the contract for two (2) one-(1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2019, the City and partnering agencies discussed a contract extension with Blackline for 2020 and decided that it was in the parties' mutual best interests to enter into such an extension. All 2020 work quantities were sent to Blackline, Inc. and proposed 2020 pricing was agreed upon for the unit bid items. The estimated 2020 City of Vancouver portion of the work is \$438,750.00.

Request: On March 16, 2020, amend the construction contract with Blackline, Inc, of Vancouver, Washington, for the 2018 Joint Agency Slurry Seal Project for sealing for one (1) additional year for the adjusted bid price of \$438,750.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 487-8239

Motion approved the request.

4. **Additional purchase of video production, broadcast equipment, and related services – Advanced Broadcast Solutions, LLC**

Staff Report 033-20

Summary

The current franchise agreements between the City, Clark County, Comcast of Washington V, LLC, and Qwest Broadband Services, Inc. d/b/a CenturyLink provide for a capital contribution in the amount of \$1/month per subscriber for support of Public, Education, and Government (PEG) access and monthly transport costs for public I-NET users. This contribution may only be awarded to designated access providers and public I-NET users. Typically Clark/Vancouver Television is awarded between \$250,000 and \$350,000 annually for video production equipment through budget

allocations from the PEG Capital Fund and/or review and approval of PEG grant requests by Council and the Clark County Council.

Currently, the City purchases video production equipment through the City of Seattle contract. The estimated spending at Advanced Broadcast Solutions, LLC in 2020 is expected to exceed the \$850,000 previously approved amount requiring another Council approval. The raising of this threshold will enable Clark/Vancouver Television to order video equipment in an expeditious manner while taking advantage of the City of Seattle contract's competitive pricing.

Clark/Vancouver Television is requesting Council approve the increased spending at Advanced Broadcast Solutions, LLC up to \$1,250,000 threshold against this contract, which covers five (5) years with an additional two (2) year extension, December 1, 2013, through November 30, 2020.

Request: Authorize the purchase of additional video production equipment from Advanced Broadcast Solutions, LLC through City of Seattle Contract #03178 at an amount not to exceed \$1,250,000 over the life of the contract, which expires November 30, 2020; authorize the City Manager or designee to execute contract amendments memorializing the same; and authorize the City Manager to approve any subsequent legal action necessary to enforce the terms of such contract.

Jim Demmon, Video Services Manager, 487-8706

Motion approved the request.

5. Mutual Law Enforcement Assistance Agreement for Canine Unit Training

Staff Report 034-20

Summary

KPD intends to add a dual-purpose K-9 to KPD and has requested that VPD train the police service dog. VPD has a certified K-9 trainer and will be running an academy to certify a new K-9 for VPD's program in April 2020. VPD will benefit if KPD participates in the academy because KPD will provide additional help and having two dogs in the program allows for better feedback and skills assessment. Also having another certified K-9 in the region assists when there are multiple high profile incidents occurring at the same time.

Request: Authorize the City Manager or his designee to execute the

attached Mutual Law Enforcement Assistance Agreement for Canine Unit Training and take any and all action necessary to enforce the terms thereof.

Lt. Kathy McNicholas, Vancouver Police Department, 487-7442

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for March 16, 2020.

Motion approved claim vouchers for March 16, 2020, in the amount of \$1,224,873.76.

Public Hearings (Item 7-9)

7. Declaration of Real Property as Surplus – NE 28th Street / NE 145th Avenue, Burton Special Facility / Drainage Facility

Staff Report 035-20

A RESOLUTION of the City of Vancouver declaring certain real property as surplus, directing its disposal and method of disposition.

Burton Special Facility, also known as Burton Drainage Facility, is approximately 6.96 acres located immediately east of Evergreen High School. The property was acquired by Clark County Parks and transferred to the City prior to 2000 through annexation. There are no records indicating that the site was acquired with park impact fees, utility or grant funding, therefore no associated deed restrictions encumber the property title or sale.

The northern 2.2 acres are used for stormwater treatment/infiltration with the remaining area programmed by Evergreen School District as a practice soccer field. No City recreation programming occurs at this location and there are no City Park capital improvements. The property is currently classified as urban natural area in the park land inventory.

Evergreen School District proposes major improvements and redesign of the Evergreen High School complex in part due to an increased need for additional sports fields to serve expanding enrollment. In response ESD

approached the City to explore opportunities to collaborate on joint sports field improvements at this location. The analysis concluded that the site is too small to serve the league needs of both agencies, and resources are not available through existing City funding sources for the City to pursue sports complex improvements independently.

Although some surrounding neighbors use the site for passive recreational use, this area is within the half-mile service area of two recently improved parks, including Diamond and First Place Neighborhood Parks. The site is surrounded on three sides by school ownership and further isolated from the larger vicinity by a significant grade change and limited road access. It has been a long standing practice to co-locate neighborhood parks with elementary schools rather than upper grades in order to minimize off-campus nuisance behaviors on park properties. All combined these factors conclude that this site is not well suited for consideration of future neighborhood park development. The Parks Department and ESD have received inquiries from a few neighbors about current on-site survey activity and they expressed support of continued use for school related sports activities.

Following continued discussions with ESD, Public Works and Stormwater staff, Parks is recommending the 4.76 acres located outside of the stormwater treatment area be declared as surplus for disposition. Declaring the property surplus and allowing for sale of the acreage to the adjoining property owner would allow ESD the opportunity to meet their identified need to expand sport field use and sale proceeds can be used at alternative locations to address priority City Park projects. The total parcel is assessed at \$1,047,640 and appraised at \$950,223 (excluding the 2.2 acre stormwater treatment area). The revenue will not be encumbered by park impact fee concurrency or grant use restrictions.

The Parks and Recreation Advisory Commission reviewed this proposal on February 19th and supports the surplus of the estimated 4.76 acres and disposition through negotiations with Evergreen School District for purchase of the property for sports field development.

The parcel submitted for Council review as surplus is outlined in the attached Surplus Property Report and a map (Exhibit A). Declaration of surplus is the first of a two-step process outlined in the Vancouver Municipal Code (Chapter 3.30) to determine if properties are surplus to the needs of the City and where such liquidation provides a reasonable return. The second step, disposition, requires a separate hearing and action prior to actual sale of the property.

Request: On Monday, March 16, 2020, subject to public hearing, adopt a resolution declaring the subject property as surplus.

Linda Carlson, Property Management Specialist, 487-8423;

City Manager Eric Holmes requested Council continue this public hearing to a future date uncertain due to the recommendations for social distancing to prevent the spread of COVID-19 and in an effort to ensure the community has a full opportunity to provide testimony on the issue in a manner that is safe and not restrictive.

Mr. Holmes provided an overview of the proposed surplus action.

Mayor McEnery-Ogle opened the public hearing and received the following testimony:

- Paul Fallon, Vancouver, stated that many people in the surrounding neighborhoods utilize this open space for walking, and the development of the majority of the parcel into sports fields would greatly impact neighbors immediately adjacent to and also further back from site. He urged the City to expand its notification of future actions regarding this property to residences within at least 10-15 blocks of the parcel. He also expressed concerns about light pollution resulting from evening and night games.

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

Councilmember Fox stated she is sure staff completed the legal notifications at the minimum requirements, but hearing about the walkability issues in the neighborhood and the use of this parcel by residents, she would encourage notice to residences within a half mile.

Councilmember Stober stated he would be interested in hearing from Evergreen School District how a future Evergreen Park fits into the larger context of the school district's intentions for this subject parcel.

This public hearing was continued to a future date uncertain once the COVID-19 emergency declaration has been lifted.

8. **Amendment to VMC Ch. 2.57 Increasing the Number of Civil Service commissioners from three (3) to five (5)**

Staff Report 027-20

AN ORDINANCE amending Vancouver Municipal Code 2.57.010 to increase the number of Civil Service commissioners, redefine a quorum thereof, and provide for savings, severability, and an effective date.

Summary

At their 2019 retreat, the City Council confirmed an interest in expanding

the composition of the Civil Service Commission from 3 to 5 members, and to designate at least one seat on the commission as being labor representatives.

Pursuant to VMC 2.57.010, the current composition of the Civil Service Commission is currently limited to three (3) commissioners, with a quorum consisting of two (2) commissioners.

This change to the municipal code adds two seats to the commission for a total of five members, and stipulates that at least one appointment shall be filled by a union representative. Three commissioners will constitute a quorum.

Request: On Monday, March 16, 2020, subject to second reading and public hearing, approve ordinance.

Michael Nigrey, Assistant City Attorney, 487-8504

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

City Attorney Jonathan Young provided an overview of the proposed action.

Councilmember Stober asked which employees the Civil Service Commission's authority covers. Mr. Young stated it includes employees working within the Vancouver Fire Department and the Vancouver Police Department. Mr. Holmes clarified that it includes a vast majority of the civilian and commissioned employees within those departments.

Councilmember Stober asked how union representation would be ensured among the membership of the commission. Mr. Young stated that these seats are appointed by Council, who would have discretion in reviewing candidates for those specific seats, and he believes there is already strong union representation on the commission.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously approved Ordinance M-4291.

9. **Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area**

Staff Report 028-20

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

Summary

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted five subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, April 2019, and October 2019. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that meets monthly and helps guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft redevelopment concept for the Tower Mall area was developed and made available for public review starting in April 2019. The draft redevelopment concept responds to public input that highlights the need for programmable open space, safer mobility and

increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

In the second half of 2019, the project team continued to refine the redevelopment plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the redevelopment area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan was released in November 2019, in advance of planned workshops with the Planning Commission and the City Council. Based on feedback gathered through ongoing public engagement, the draft plan was refined and an updated draft was released in January of this year. Along with the updated plan, a draft environmental impact statement (DEIS) was also released on Jan. 23, and provides an analysis of environmental impacts and outlines mitigation measures. Implementation steps, including the adoption of development regulations required to implement the vision established by the plan, will be developed and presented to Council for consideration and adoption in the third quarter of 2020.

Continuation of the moratorium allows staff the time to complete the subarea planning process for the area that is currently underway and is anticipated to be completed in May of this year. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan. This is intended to be the final extension of the development moratorium.

Request: On March 16, 2020, subject to second reading and public hearing, approve ordinance.

Rebecca Kennedy, Long Range Planning Manager, 487-7896

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

Rebecca Kennedy, Long Range Planning Manager, provided an overview of the moratorium and the Heights District planning process.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve Ordinance M-4292.

New Business: Presentation of Declaration of Emergency

Mr. Holmes introduced the Declaration of Civil Emergency in and for the City of Vancouver, Washington (2020-01), authorizing the City to take measures to minimize the contraction and spread of the COVID-19 virus within the community. He explained that he issued the declaration of emergency on March 13, 2020, consistent with the statewide declaration of emergency and guidance issued by public health officials, the CDC and the World Health Organization. Mr. Holmes outlined the measures the City had taken so far to minimize the spread of the virus, including closure of City facilities, cancelation of public events, and implementation of a telework policy for City employees. Mr. Holmes summarized the emergency actions being taken by other agencies in the surrounding area and explained the City is working in close consultation with the Clark Regional Emergency Services Agency (CRESA) and Clark County Public Health.

Mr. Holmes explained the City Manager has authority under VMC 2.12 to issue a declaration of emergency provided that it is ratified by the City Council at the earliest convenience.

Motion by Councilmember Lebowsky, seconded by Councilmember Stober, and carried unanimously to adopt Resolution M-4061 to ratify the Declaration of Civil Emergency No. 2020-01 issued by the Vancouver City Manager at 14:30 hours on March 13, 2020.

Communications

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

Executive Session re: Potential Litigation

Mayor McEnerny-Ogle announced the Council would be entering into executive session to discuss potential litigation.

Executive session convened at 8:05 p.m. and concluded at 9:10 p.m.

Adjournment

9:10 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio files are kept in the office of the City Clerk for a period of six years.



Staff Report 036-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/6/2020

SUBJECT Funding Authorization for Operations and Maintenance Agreement with SP Plus for the Park 'n Go Vancouvercenter Garage

Key Points

- Vancouvercenter Park 'n Go Garage requires professional garage operator.
- The agreement with SP Plus (operator) was extended until June 2021.
- \$350,000 was approved for the initial three years starting in 2016 but additional contract authority is needed for 2020 and 2021.
- Council must approve increases to the authorized amount of the contract in excess of 10% of the original amount.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Present Situation

Vancouvercenter is a mixed-use urban development with a parking structure, apartments, retail space, commercial office space, a public plaza and condominiums.

The City has owned and operated the Vancouvercenter parking garage and a public elevator since 2001. The City's operational responsibility includes general maintenance, cleanliness, appearance, operation of the garage. Operations of the garage have been contracted out to a private party since the City acquired the garage in 2001.

In 2016, the City undertook a competitive process to identify a firm to manage the facility for the next 5 years. One firm, SP Plus, responded to the Request for Proposals. Their proposal was evaluated and references were contacted. On the basis of the evaluation conducted, SP Plus was

deemed to be highly qualified and the evaluation team recommended that they be awarded a contract to manage the facility.

In 2019, the contract with SP Plus was extended until June 2021. An increase in the authorized amount of the contract is now needed to fund operations for 2020 and 2021.

Advantage(s)

Ensures that required maintenance, janitorial, and security services are provided in the Vancouvercenter Garage.

Disadvantage(s)

None

Budget Impact

None, sufficient budget to manage, and operate the Vancouvercenter Garage has been included in the 2020 Budget of the Parking Fund.

Prior Council Review

- Approval of Operations and Maintenance Agreement, July 11, 2016
- Parking Services program update workshop, March 28, 2016

Action Requested

Authorize an increase of \$195,000 to the maximum authorized amount of the contract with SP Plus to fund services to be provided through June 2021.

Steve Kaspan, Parking Manager, 487-8658

ATTACHMENTS:

- ▣ Contract with SP Plus - July 2016
- ▣ First Amendment to extend SP Plus Contract - 2019

Po# 85475

**AGREEMENT FOR
MANAGEMENT, MAINTENANCE, and SECURITY SERVICES;**

FOR

PARK 'n GO VANCOUVERCENTER GARAGE

BY AND BETWEEN

SP PLUS CORPORATION

AND

CITY OF VANCOUVER

JUNE, 2016

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INTRODUCTIONS

This agreement by and between the CITY OF VANCOUVER, a Washington municipal corporation ("CITY") and SP PLUS CORPORATION, 310 SW 4th Ave Ste 730, Portland OR 97204, a Washington corporation ("Contractor"). This Agreement relates to activities to be performed, responsibilities to be accepted, and authority to be exercised with respect to the Park 'n Go VancouverCenter Garage in Vancouver, Washington (the "Property"). In consideration of the terms, conditions and covenants hereinafter set forth, City and the Contractor mutually agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the terms below have the following definitions unless context otherwise specifies or clearly requires:

"Contractor" means the entity the City of Vancouver contracts with to perform the management and operations duties for the Property.

"Garage" means the City's portion of the Property. Certain sections of the Property are not owned by the City and are not included in the definition of "Garage" for the purpose of this Agreement. The City's portion of the property is specifically set forth in the Condominium Declaration for VancouverCenter, a Condominium (recorded May 13, 2002, recording number 3463179), and Amendments thereto.

"Long-Term Parking Agreement" means an agreement for parking between the City and a private entity as allowed by the public bond financing rules and requirements, which are set forth by the Internal Revenue Service.

"Operational Guidelines" means the version of the Park 'n Go VancouverCenter Garage Operational Guidelines currently in effect, as developed, updated, and maintained by the City. The Park 'n Go VancouverCenter Garage Guidelines explain, in detail, how the garage is to be managed and operated, and may be updated to accommodate the changing needs of the Garage.

"Parking Level P3" means the enhanced secured parking area, including parking level P3 as signed, and the entrance and exit ramps as part of Parking Level P3 with access restricted by enhanced security gates. Parking Level P3 includes parking stalls 563-570 and 600-908.

"Property" means a three-level parking structure constructed in phases by Vandevco, the Developer, which is located on City Blocks 11 and 12 and is that area located in Vancouver, Washington generally bound by 6th Street to the south, Columbia Street to the west, 8th Street to the north, and Washington Street to the east.

"Parking Tenant" means a person or entity occupying a parking unit in the Garage under any City parking agreement or any other tenant or licensee using or occupying space in the garage.

“Tenant” means a person or entity occupying a residential or office unit in the VancouverCenter residential or office towers.

CONTRACTED SERVICES

2. AGREEMENT FOR MANAGEMENT, MAINTENANCE, AND SECURITY SERVICES

City hereby contracts for management, maintenance, and security services for the Garage as described in this Agreement and in the Operational Guidelines and Contractor hereby accepts such Agreement. Except as otherwise provided in this Agreement; the Contractor has the exclusive right to provide such services in accordance with the provisions of this Agreement.

2.1 General

The Contractor shall faithfully and diligently provide all services necessary for the efficient maintenance and operation of the Garage in compliance with this Agreement and the Operational Guidelines.

2.2 Structure and Mechanical Systems

The Contractor acknowledges that it is familiar with the character, location, construction, layout, plan, and operation of the Garage, including, but not limited to, the electrical, heating, plumbing, air conditioning, ventilating systems, and all other mechanical equipment.

2.3 Maintenance and Repairs

At the City’s expense and in accordance with contracts developed by the Contractor or City and approved by the City, the Contractor shall cause the Garage to be maintained, rehabilitated, and repaired to keep the Garage in a condition compatible with the public use of the Garage. The Contractor, in consultation with and at the City’s direction, shall cause the Garage (including without limitation its equipment such as electrical, lighting, heating, plumbing, air conditioning and ventilating systems) to be maintained in good working order and/or replaced as necessary. The Contractor shall promptly report all major mechanical, structural, electrical, plumbing, heating, ventilating, or air conditioning problems to the City.

The maintenance and repairs contemplated by this Agreement do not include any structural alterations or repairs, provided the parties may agree in writing to have the Contractor undertake specific structural alterations or repairs. Any such alterations, additions, or improvements shall be the property of the City and shall be paid for by the City.

2.4 Preventative Maintenance

The services required hereunder will be provided solely to the extent of Contractor's perspective as an operator of automobile parking facilities, and Contractor's services shall not be used or relied upon by the City in lieu of those rendered by professional

architects and/or engineers. Contractor shall not be required to advance operating expenses of a capital nature without a written amendment to this Agreement.

The Contractor shall develop and maintain written procedures and schedules for maintaining and repairing the Garage, and shall cause the building, facilities, and equipment of the Garage to be maintained and repaired in accordance with those written procedures and schedules. A copy of the Contractor's preventative maintenance procedures and schedules shall be provided to and accepted by the City. The Contractor agrees to act in accordance with these procedures and industry best practices.

The Contractor in consultation with the City shall also evaluate annually the need for renovations. To the extent the City determines that renovating is necessary or desirable, the Contractor shall prepare a budget and schedule to complete such renovation and shall include it with the annual capital budget described in Section 22 of this Agreement.

2.5 Janitorial

The Contractor and/or its agents shall perform all janitorial services as outlined in Section 22 and the Operational Guidelines on a daily, weekly, monthly, quarterly, biannual, and annual schedule. The Contractor shall maintain an on-site checklist of janitorial services and report to the City, on a quarterly basis, the completion of such janitorial services described in this Section and Section 13 of the Agreement.

2.6 Security

a) Standard Security Service

Contractor will provide or will contract for needed security services and security equipment maintenance services as required by the garage operating procedures and determined appropriate by the City.

b) Event Security Service

The Contractor and/or its agents may be responsible for increased security needs as the demand for parking increases due to events and activities in the downtown Vancouver area. Contractor will provide or will contract for additional security services on a routine basis and as may be needed for special events or other circumstances as directed by the City. City and Contractor are aware that there will be events occurring, which will increase the demand for parking. In addition, such events may increase the demand for security and/or traffic control. The Contractor and/or its agents may be required to schedule and perform necessary security and traffic control services for event management as requested by event managers and may charge such event managers for the extra security costs associated with such events.

c) After-Hour Access

The Contractor shall provide after-hour access to parking patrons as outlined in the Operational Guidelines and in Section 12 of this Agreement.

d) Compliance with all Laws

In performance of all security services, Contractor and/or its agents shall be in compliance with all statutes, laws, rules, and/or regulations in the State of Washington including those governing the use of force.

2.7 Management Fees for Section 2 of the Agreement

The Contractor shall be paid a sum as agreed to in the Operating Budget as outlined in Section 22 of this Agreement per month for management services as outlined in Section 2 of this Agreement for this agreement.

3. OTHER ACTS

The Contractor shall perform such other acts and deeds requested by the City that the City determines are reasonable and necessary for the Contractor to discharge its obligations under this Agreement. Contractor shall obtain pre-approval from the City, in accordance with Section 24 of this Agreement, for any costs for such other acts not included in the Operating Budget as outlined in Section 22 of this Agreement.

GENERAL REQUIREMENTS

4. ACKNOWLEDGEMENT OF PUBLIC TRUST

The Contractor acknowledges that City is a public agency and the Contractor accepts the public trust associated with performing maintenance, janitorial, and security services as referred to in Section 2 of this Agreement.

The Contractor understands that all services are to be performed in a manner that preserves the public trust and any and all legal requirements regarding the tax-exempt bond financing of the Garage.

5. RELATIONSHIP WITH THE CITY OF VANCOUVER

The Contractor understands that City has certain operating responsibilities with regard to the operation of the Park 'n Go VancouverCenter Garage. The Contractor also understands that City has certain legal requirements with regard to the tax-exempt bond financing of the Park 'n Go VancouverCenter Garage.

6. COMMUNICATION WITH THE CITY

The City agrees to keep the Contractor informed of the City's policies and requirements and, notwithstanding the authority given to the Contractor in this Agreement, to confer fully with the Contractor or with respect to the Contractors' performance of its duties.

7. MEETINGS WITH THE CITY

The Contractor agrees to cause an officer or supervisory employee to attend meetings with the City when requested to do so by the City. City agrees to provide the Contractor with reasonable notice of such meetings.

8. DESIGNATED REPRESENTATIVES

The City and the Contractor agree to designate specific individuals as their respective representatives for the performance of duties under this Agreement and to communicate as needed with respect to any changes in the designated representatives.

9. POLICIES AND PROCEDURES

Contractor shall follow such policies and procedures as outlined in the Operational Guidelines or to be approved upon request, which approval shall not be unreasonably withheld, as are necessary to carry out the Contractor's responsibilities under this Agreement for the effective and efficient operation of the Garage and to ensure compliance with all applicable legal requirements.

10. LEGAL ORDERS

The Contractor shall cause the Garage and its operations to comply with all applicable legal requirements, including but not limited to fire codes, and shall obtain and maintain in force all approvals and permits necessary for operations. The Contractor shall, within 24 hours from the time of receipt, notify the City in writing of any legal orders affecting the Garage and orders of the Board of Fire underwriters or other similar bodies. Except in an emergency, the Contractor shall take no action under this section unless the City so directs, if the City is contesting or has affirmed its intention to contest any such order and promptly institutes proceedings contesting any such order. The City shall be responsible for any and all costs related to complying with legal orders received.

11. PARKING ENFORCEMENT AND TOWING

11.1 Parking Enforcement

The City's Parking Program maintains the right to enforce the parking regulations in the garage at all times in accordance with VMC Chapter 9.61, including the design, content, and location of parking and parking related signs.

11.2 Towing

City shall have full authority to initiate a vehicle tow for any unauthorized use in compliance with any state and/or local laws.

12. SERVICE REQUESTS OF TENANTS

12.1 Service Provided During Normal Garage Operating Hours

The Contractor shall, at all times, respond promptly, courteously, and professionally to Parking Tenant needs and requests during normal garage operating hours related to services provided in this Agreement.

Complaints of a serious nature, including but not limited to potential legal violations or legal claims, shall be communicated promptly to the City. The Contractor shall consult with the City on the resolution of such serious or written complaints, unless an emergency precludes such consultation.

12.2 After-Hour Service

During hours when the garage is not open for public use the Contractor shall provide a phone or a phone number that public parking patrons can call for after-hour entrance into the garage in order to retrieve a vehicle. The City shall provide signs at the main entrance to the garage and the entrance to the Plaza Elevator indicating the garage operating hours and the phone number to call for after-hour access. The Contractor shall provide prompt response to such after-hour parking patrons. Fees associated with parking patrons abusing this service shall be established and included in the Operating Guidelines.

Contractor shall obtain pre-approval from the City, in accordance with Section 24 of this Agreement, for any costs for additional security needed to fulfill this section of the Agreement and not included in the Operating Budget as outlined in Section 22 of this Agreement. Procedures for after-hour access service shall be included in the operation Guidelines.

Complaints of a serious nature, including but not limited to potential legal violations or legal claims, shall be communicated promptly to the City. The Contractor shall consult with the City on the resolution of such serious or written complaints, unless an emergency precludes such consultation.

RECORDS, REPORTING, and REVIEW OF OPERATIONS

13. RECORDS AND REPORTS

The Contractor shall promptly establish and maintain a comprehensive system of records, books, and accounts acceptable to the City. All records, books, forms, returns, and accounts shall be subject to examination at reasonable hours by any authorized representative of the City including the Washington State Auditor's Office. The Contractor shall separately account for the activities of the Park 'n Go VancouverCenter Garage.

The Contractor shall promptly establish and maintain a comprehensive system of reports as required in the Section. The format of such required reports shall be acceptable to the City. Contractor shall provide automated (i.e. electronic) report formatting when possible. The Contractor shall promptly establish and maintain any additional reports not identified in this Agreement that the City deems necessary for the effective management of the Garage. Additional reporting may require fee adjustments.

All records, books, accounts, and supporting documents required to be made in the course of performance under this Agreement will be filed and maintained by Contractor, in the Contractor's main office or a storage facility approved by the City, during the life of this Agreement. After expiration of this Agreement, all records will be returned to the City. Alternatively, the City may require the Contractor to release documents to the City for storage.

As a public agency, the City is subject to the public disclosure requirements outlined in state law. At the request of the City, the Contractor shall provide any and all records related to performance under this Agreement.

The Contractor shall furnish such information as may be required by the City from time to time with respect to the financial, physical, or operational condition of the Garage and all other matters reasonably pertinent to the City's financial interest in the Garage.

The Contractor shall execute and file all forms, reports and returns required by law in connection with operation of the Garage, including without limitation, documents with respect to unemployment insurance, worker's compensation insurance, disability benefits, social security and other similar insurance, benefits and taxes now in effect or hereafter imposed.

13.1 Records and Reports For Janitorial, Maintenance, and Security Services

By the 15th day of January, April, July and October the Contractor shall prepare the following quarterly financial and performance reports:

- a) Detailed Preventative Maintenance Report – details should include but not be limited to the following:
 - i) All preventative maintenance activities performed during the previous quarter,
 - ii) Any other significant maintenance activities performed.
- b) Detailed On-Site Janitorial Checklist Report – details should include but be limited to:
 - i) All scheduled janitorial tasks including the date and time such tasks were performed, and
 - ii) Any recommendations for changes to the janitorial schedule as outlined in this Agreement or other agreements related to the Garage.
- c) Quarterly Detailed Security Report – details should include but not be limited to the following:
 - i) Any and all security incidents related to the garage;
 - ii) Checklist or log of all security drive-through routine performed in accordance with this Agreement; and
 - iii) Log of all additional security activities required by the City as outlined in Section 2.6.b of this Agreement.
- d) Quarterly Financial Report – details should include but be limited to the following:
 - i) Actual costs of all maintenance activities performed in accordance with and as a result of this Agreement;
 - ii) Actual costs of all janitorial activities performed in accordance with and as a result of this Agreement;

- iii) Actual costs of all security activities performed in accordance with and as a result of this Agreement.
- e) Short Range Plan – details should include but be limited to the following:
 - i) Notification of any and all planned maintenance tasks, including preventative and routine, scheduled to be performed during the upcoming Quarter;
 - ii) Notification of any and all planned janitorial tasks, other than those tasks outlined in the Park 'n Go Vancouver Center Garage Maintenance Schedule (Exhibit 1), scheduled to be performed during the upcoming Quarter; and
 - iii) Notification of any and all changes related to the routine security activities as requested by the City as outlined in Section 2.6.b of this Agreement.
- f) Quarterly Expenditure Comparison Report – details should include but not be limited to the following:
 - i) All actual expenditures for the designated period;
 - ii) All budgeted expenditures for the designated period;
 - iii) Line item differences between actual expenditures and budgeted expenditures;
 - iv) Brief narrative explaining the differences.

14. REVIEW OF OPERATIONS

The Contractor shall permit the City, insurance providers, or City-approved auditors to conduct on-site evaluations of the performance of any and all contracted services the Contractor has agreed to provide under this Agreement during normal business hours and with reasonable notice. An authorized representative of the Contractor shall be available for consultation during on-site evaluations. If the City or insurance providers note any deficiencies, the Contractor shall correct such deficiencies as soon thereafter as reasonably possible, unless otherwise arranged by the City.

EMPLOYEES, CONTRACTORS, and CONTRACTOR COMPENSATION

15. EMPLOYEES AND CONTRACTORS

15.1 General Personnel

The Contractor, in consultation with the City, shall hire in the Contractor's name all personnel necessary to perform its duties under this Agreement fully and efficiently. All such employees shall be deemed employees of the Contractor.

The Contractor is responsible for developing and implementing orientation and training for all personnel carrying out obligations under this Agreement, including obligations and procedures outlined in the Operational Guidelines. The Contractor shall use reasonable care to ensure that all employees hired by the Contractor are qualified for the positions for which they are hired.

The Contractor shall do and perform all acts required of an employer and shall execute and file all tax and other returns required under the applicable federal, state, and local laws and regulations. The Contractor shall be responsible for compliance with all applicable state or federal labor laws with respect to its employees.

15.2 Equal Opportunity.

The Contractor shall operate as an equal opportunity employer in conformity with all applicable employment laws and regulations. The Contractor shall not discriminate in employment or in offering or contracting for goods or services or occupancy on the basis of sex, race, color, religion, sexual orientation, political ideology, physical handicap, national origin or any unlawful basis.

15.3 Prevailing Wage.

a) Employment of Labor.

The Contractor agrees that all persons employed by it and any of its subcontractors in work done pursuant to this Agreement shall not be employed in excess of eight hours in any one day, except as provided or allowed by law.

b) Payment of labor.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Agreement shall be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Ch. 39.12, RCW and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries.

In case any dispute arises as to what the prevailing rates of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

c) Wage law affidavit.

The Contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required to be filed annually. These forms are available from Washington State Department of Labor and Industries and can be filed electronically at <http://www.lni.wa.gov/prevailingwage/>.

For projects of \$35,000 or more, the Contractor may be required to submit weekly/biweekly Certified Payrolls to the City of Vancouver, Procurement. Payrolls are required to be kept on file for a minimum of three (3) years.

d) Prevailing wage requirements.

In order to verify the compliance of the prevailing wage requirements, Contractor will be required to do the following:

- i) Have an Intent to Pay Prevailing Wages that is approved by the Washington State Department of Labor and Industries on file with the City of Vancouver for itself. The forms must be filed annually;
- ii) List all subcontractors used during the billing period on each invoice submitted to the City;
- iii) Have on file from each subcontractor performing work subject to the payment of prevailing wages an Intent to Pay Prevailing Wages that is approved by the Washington State Department of Labor and Industries.
- iv) Payment will only be released by the City if an approved Intent to Pay Prevailing Wages is on file for Contractor (as Prime Contractor) and all listed subcontractors;
- v) An Affidavit of Wages paid must be filed annually for Contractor (as Prime Contractor).
- vi) An Affidavit of Wages Paid must be on file for work subject to the payment of prevailing wages performed by any subcontractors used during the course of each month.
- vii) Copies of Intents and Affidavits for work performed at the property must be included with any invoice requesting reimbursement for services provided.

16. CONTRACTOR COMPENSATION FOR SERVICES

16.1 Compensation

Maximum annual compensation for all contracted services shall be identified in the Operating Budget as outlined in Section 22 of this Agreement.

16.2 Payments

The Contractor shall submit monthly invoices to the City for payment of management fees and reimbursement of project expenses. With the invoice, the Contractor shall include complete supporting documentation, including receipts and certifications showing compliance with Section 15.3(c), for expenses incurred for the previous month. The City shall review the invoice and accompanying paperwork. Once the invoice has been approved by the City, payment shall be made to the Contractor within thirty (30) days of the date of the invoice or the date of the City's acceptance of the invoice, whichever is later. Any disagreements about the expenses incurred shall be addressed by Section 26.

PUBLIC PURCHASING

17. PUBLIC CONTRACTING AND PURCHASING

17.1 Miscellaneous Service, Contracts, and Purchases

Subject to the reasonable approval of the City, the Contractor shall develop, enter into, and monitor compliance of contracts for garbage and trash removal, pest extermination, snow removal, major equipment maintenance and other necessary services. The Contractor shall secure such equipment, tools, appliances, materials, and supplies as are necessary to maintain and repair the Garage in accordance with this Agreement. Payment for costs associated with these activities and purchases will be included in the Operating Budget as outlined in Section 22 of this Agreement or shall be pre-approved by the City pursuant to the process outlined in Section 23 of this Agreement. In employing personnel and negotiating purchases and contracts, the Contractor shall act at all times in the best interest of the City and shall be under a fiduciary duty to secure for and credit to the City any discounts, commissions or rebates obtainable as a result of the purchase or contract. Any equipment, tools, appliances, or other personal property acquired at the expense of the City shall become the property of the City.

INSURANCE AND LIABILITY OF CONTRACTOR; INDEMNIFICATION

18. INSURANCE

The Contractor shall carry general liability insurance with limits of coverage for bodily injury and property damage liability of not less than \$1 million per occurrence and not less than \$2 million policy general aggregate. The Contractor is also required to carry automobile liability insurance of not less than \$1 million per occurrence.

The Contractor shall provide to the City evidence that insurance is being maintained along with evidence that the insurance will not be canceled or materially changed in scope or amount unless 30 days' prior notice is given to the City. If the insurance coverage that the Contractor is required to carry hereunder lapses at any time, the City may (1) obtain (at Contractor's expense) such insurance as the City deems appropriate and (2) pursue any remedy available at law or in equity, including without limitation, termination pursuant to Section 28. The Contractor's insurance shall be primary and shall name the City as an additional insured.

The Contractor shall promptly investigate and make a full written report to the City promptly upon the Contractor's receiving knowledge of any accident or claim for damage relating to the City, use, operating or maintenance of the Garage, including but not limited to any personal injury on the premises and any damage or destruction of the Garage and the estimated cost of repair.

The Contractor agrees to the following requirements relating to insurance coverage:

- a. Liability Insurance. All liability insurance required herein shall be under a comprehensive commercial general liability and business policy. The City shall be

named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.

b. Workers Compensation Insurance The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement 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.

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.

The Contractor may, at its expense, obtain such other insurance as it deems appropriate for its protection.

19. LIABILITY OF CONTRACTOR; INDEMNIFICATION

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or in connection with the Contractor's negligent or intentional performance of this Agreement. The City shall defend, indemnify, and hold the Contractor, its officers, employees, and owners harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees, arising out of or in connection with any sole negligence by the City in connection with the properties which are the subject of this Agreement.

BANKING, BUDGETING, and OPERATING EXPENSES

20. UTILITY EXPENSES

All utility accounts shall be set up with the VancouverCenter Garage (c/o City of Vancouver) as the utility customer and such account billings will be sent to and paid by Contractor. Such utilities shall include the City's pro-rata share of the electricity and water and sewer and shall be included in the Operating Budget as outlined in Section 22 of this Agreement.

21. OPERATING BUDGET

Upon commencement of this Agreement, and annually thereafter forty five (45) days before the anniversary date of the contract, the Contractor shall prepare and submit to the City, for review and approval, an operating budget for the Garage, in such form as may be prescribed by the City, setting forth an itemized statement of the anticipated receipts and disbursements for the Garage as required in this Agreement and the Operational Guidelines.

In consideration of market conditions, the City may allow increase/decrease in the management fee paid for managing the Garage. The adjusted price will be approved at the beginning of each year's extension at the sole discretion of the City, and must be firm for the remainder of the contracted period. Contractors shall provide justification for the price adjustments.

22. OPERATING EXPENSES

The Contractor shall invoice the City monthly during the term of this Agreement for the agreed upon fees and operating expenses identified in the Operating Budget as outlined below. Supporting documentation must be submitted with the invoice to support such expenditures and reconciled. Operational expenses shall include any and all expenses required in this Agreement and/or outlined in the Operational Guidelines. The Contractor shall include a management fee as agreed with the City and outlined in the Operating Budget as listed below.

Services Provided	Proposed Budget	Frequency/Notes
General Maintenance	\$2000/year	Performed as needed.
Sweeping	\$2400/year	Performed quarterly.
Pressure Washing	\$4500/year	Performed semi-annually.
Snow Removal	\$400/year	Performed as needed; estimated cost for de-icer and additional labor.
Routine Janitorial Services	\$28,400/year	Performed daily.
Removing Waste	\$750/year	Performed weekly.
Non-routine Janitorial Services	\$2000/year	Performed as needed.
Signage	\$2500/year	Performed as needed; cost of replacing damaged signs.
Graffiti Removal	\$500/year	Performed as need; cost of graffiti remover and painting.
Landscape and Grounds Cleanup	\$5000/year	Performed daily.
Preventative Maintenance for Buildings & Equipment	\$3000/year	Performed as needed; inspection of major garage systems (HVAC , electrical, plumbing, etc.).
Fire Alarm and Suppression Systems Testing	\$1800/year	Performed annually.
Elevator Maintenance and Records	\$1200/year	Performed semi-annually.

Striping, as necessary	\$2500/year	Performed as needed; cost of striping worn parking stalls and directional markers.
Utility Payments (Electricity, Water, Drainage, Etc.)	\$22800/year	Performed monthly; cost of electricity per month. Other utilities paid as needed.
Pavement Maintenance	\$1000/year	Performed as needed; cost of minor pavement repairs.
Security Services and Security Equipment Maintenance	\$4800/year	Performed daily and as needed; on-site maintenance employees will monitor areas and follow security protocols.
After Hour Access	\$2000/year	Performed as needed; after hours phone will be monitored and employee dispatched if required.
Air Quality Reports and Testing	\$2274/year	Performed semi-annually.
Secure and maintain public bicycle parking units and devices	\$500/year	Performed daily and as needed; on-site maintenance employees will monitor areas and follow security protocols.
Other Expenses (provide and itemized explanation)	\$6000/year	Janitorial and maintenance supplies.
Total Estimated Budget	\$ 96,324/year	

Monthly Management Fee	\$ 1,000/month	
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23. EXTRAORDINARY EXPENSES

The Contractor must receive pre-approval from the City for any and all extraordinary expenses. Such extraordinary expenses shall be considered any and all expenses related to the operation of the Garage that are not identified in the Operating Budget as outlined in Section 22 of this Agreement. All such expenses shall be subject to prevailing wage considerations pursuant to Section 15.3 of this Agreement. Contractor shall notify the City of any and all such extraordinary expenditures prior to any work being done or expense incurred by submitting a "Budget Change Order" to the City' Parking Manager or designated representative. The City shall provide the form to use for such Budget Change Orders. Any disagreements on payment of such expenses shall be handled by the Disagreement on Expenses process outlined in Section 26 of this Agreement.

Notwithstanding the foregoing, emergency repairs involving manifest danger to life and property, immediately necessary for the preservation and safety of the Garage or for the

safety of the Parking Tenants, or required to avoid the suspension of any necessary services to the garage may be made by the Contractor without regard to the approval requirements imposed above, as long as the Contractor confers immediately with the City regarding every such expenditure. The Contractor shall not in any event incur liabilities to the City (direct or contingent) that, in the aggregate, exceed at any time \$5,000 or require payment more than one year from the date they are incurred, unless specifically authorized in advance by the City.

24. ALLOWABLE COSTS AND ACTIVITIES

The Contractor acknowledges that the Garage is owned by a public agency and the Contractor agrees to adhere to certain standards regarding allowable expenses and activities. Those standards include but are not limited to the following:

- a) The Contractor shall ensure that all purchases and contracts are for terms and prices that are competitive with respect to the current market prices and terms
- b) The Contractor shall not enter into contracts with any organization subject to the direct or indirect control or supervision of an officer or employee of the Contractor.
- c) The Contractor shall not make any expenditure that benefits a private individual or entity nor give or loan any money, property, goods, or services to any individual, association, or corporation.
- d) The Contractor shall not expend funds for political activities or use the public facilities or property for political activity.
- e) The Contractor shall not make any expenditure for alcohol or hosting of any event or persons.

25. DISAGREEMENT ON EXPENSES

If the City rejects certain expenses submitted by the Contractor or representatives of the Contractor, the Contractor representative and the City shall meet to review the justification for the expense and the reason why the expense was not approved. In the event the City and the Contractor cannot reach agreement regarding approval of expenses, and following the request of either the City or the Contractor, the Contractor and the City shall follow the dispute resolution process outlined in Section 26.

GENERAL AGREEMENT PROVISIONS

26. DISPUTE RESOLUTION

In the event of a dispute between the Contractor and the City regarding any matter pertaining to this Agreement which cannot be resolved the respective designated managers, a Contractor representative and City Manager, or his/her designated representative, shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to Contractor's Senior Vice President and the Vancouver City Manager. The decision of the Contractor's Senior Vice President

and the Vancouver City Manager regarding the dispute shall be final as between the parties.

27. APPLICABLE LAWS

In the performance of Contractor's obligations under this Agreement, the Contractor shall comply with all applicable legal requirements. Contractor shall not discriminate in providing parking services hereunder on the basis of race, color, sex, religion, sexual orientation, political ideology, national origin, physical handicap, or any unlawful basis.

28. EXPIRATION AND TERMINATION

28.1 Expiration

Upon the execution of this Agreement by both parties, this Agreement shall be in effect from July 1, 2016 until and including June 30, 2019. The City, at its sole discretion, reserves the right to offer the Contractor an extension of this contract for a period of up to two (2) additional years.

28.2 Termination

- a) Either party may terminate this Agreement without cause only upon giving prior written 30-day notice to the other party. The Contractor shall submit an invoice for any outstanding unreimbursed expenses incurred by the Contractor up to the time of termination. The invoice will be reviewed for payment by the City per Section 16.2.
- b) Either party may terminate this Agreement without notice in the event the Contractor ceases to exist, a petition in bankruptcy is filed by or against the Contractor, or the Contractor makes an assignment for the benefit of creditors or takes advantage of any bankruptcy or insolvency act, state or federal.
- c) If the City or the Contractor fails to perform any of its material duties hereunder, the City or the Contractor may notify the other party by delivering written notice to the other party to remedy such default. If such default is not remedied within 30 days from the date of notice, the other party may terminate this Agreement or pursue any other remedies at law or in equity, in addition to or in lieu of termination.
- d) The City may terminate this Agreement if the City has issued three or more written notices to remedy default within a one month period.

28.3 Accounting Upon Termination

Within 30 days after the termination of this Agreement, the City and the Contractor shall account to each other with respect to all matters outstanding as of the date of termination. The Contractor shall turn over to the City all records, documents or other instruments, waiting lists and any and all other files and papers in its possession pertaining to the Contractor's performance.

29. ASSIGNMENTS

This Agreement shall insure to the benefit of and constitute a binding obligation upon the City and the Contractor, and their respective successors and assigns, but the Contractor cannot assign this Agreement or any of its duties hereunder without the prior written consent of the City.

30. AMENDMENT

This Agreement, along with its Exhibits, constitutes the entire Agreement between the City and the Contractor, and no amendment or modification hereto shall be valid and enforceable except by supplemental agreement executed in writing and approved by the City and the Contractor.

31. EXECUTION OF COUNTERPARTS

For the convenience of the parties, this Agreement may be executed in counterparts, which counterparts shall together be deemed to constitute a single document.

32. MISCELLANEOUS

Wherever used in this Agreement, the singular includes the plural, the plural includes the singular, and the use of any gender applies to all genders. The captions and headings of the sections of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

33. WAIVER

No waiver of a breach of any of the agreements or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provisions of this Agreement. Any waiver of a provision of this Agreement must be in writing and signed by the Contractor and the City.

34. SEVERABILITY

If any clause, sentence, section, paragraph, provision, or part of this Agreement is judged to be invalid or unenforceable, such adjudication shall not affect or invalidate the remainder of this Agreement, it being understood and agreed that such invalid or unenforceable clause, sentence, paragraph, provision, or part is and shall be severable from the remainder of this Agreement.

35. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended, nor shall it be construed, to create any rights in third parties.

36. NOTICES

Written notices and approvals required under this Agreement shall be given by hand delivery; registered mail; or by facsimile, receipt of which is confirmed by voice contact. Notices shall be deemed given upon receipt. Notices shall be given to the parties' representatives at the following addresses or at such other places and/or to such other persons as a party designates in writing:

CITY OF VANCOUVER:
Kevin Yin
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

CONTRACTOR:
Steven Aiello
Senior Vice President
SP Plus Corporation
100 Pine St #210
San Francisco CA 94111

Copy to:
SP Plus Corporation
Attn: Legal Department
200 E Randolph Ste 7700
Chicago Ill 60601

37. 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. The Contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

38. ENTIRE AGREEMENT:

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or any written and fully executed Amendment thereto.

39. CITY BUSINESS AND OCCUPATION LICENSE.

The Contractor warrants that it has obtained a City of Vancouver Business and Occupation License under V.M.C. Chapter 5.04 for all work performed in the City and shall conform to VMC M-3774 and applicable amendments thereto (tax employee statute.).

40. COMPLIANCE WITH LAWS.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

41. SUCCESSORS IN INTEREST.

Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

42. NO WAIVER.

Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

43. AUTHORITY.

Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

44. CAPTIONS.

The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

45. PERFORMANCE.

Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

46. REMEDIES CUMULATIVE.

Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

47. EQUAL OPPORTUNITY TO DRAFT.

The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

48. RATIFICATION.

Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

49. CITY IDENTITY.

Contractor will not use any trademark, logo or other unique identity of the City for any advertising, promotions or otherwise, without the City's express written consent.

50. 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; Purchase Orders; Contractor's submitted proposal to RFP #, 45-15.

51. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

A. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

DATED this 13th day of July, 2016

SIGNATURES ON NEXT PAGE

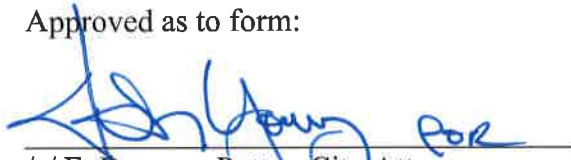
CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

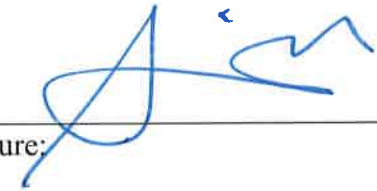
Attest:


Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:


/s/ E. Bronson Potter, City Attorney
C. M. Asst. City Atty

CONTRACTOR:


Signature:

By: Steven Aiello, Sr Vice President

AMENDMENT #1
AGREEMENT FOR MANAGEMENT, MAINTENANCE, and SECURITY
SERVICES;
FOR
PARK 'n GO VANCOUVERCENTER GARAGE

THE CITY: CITY OF VANCOUVER
a Washington Municipal Corporation
Referred to as "City"

CONTRACTOR: SP PLUS CORPORATION
a Delaware corporation
Referred to as "Contractor"

RECITALS:

- A. In July of 2016 the City of Vancouver entered into agreement with SP Plus for contracted management, maintenance, and security for the VancouverCenter parking garage.
- B. The term of the agreement is due to expire on June 30, 2019. Per Section 28.1 of the Contract, the City has the right to extend the contract for up to 2 years.
- C. There is a continued need for the contracted service. The contract states that either party may terminate the contract with 30 day written notice.

SECTION 1. In recognition of the above, it is hereby agreed between the City and Contractor that the term of the Management, Maintenance, and Security Agreement will be extended for two (2) years commencing on July 1, 2019 and ending on June 30, 2021.

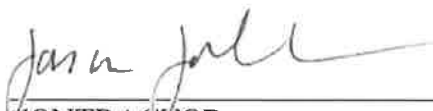
SECTION 2. All remaining terms and conditions of the Management, Maintenance, and Security Agreement are hereby ratified and confirmed.

Dated this 14th day of June, 2019.

SIGNATURES:

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the day and year first written above.

BY:



CONTRACTOR

SP Plus Corporation

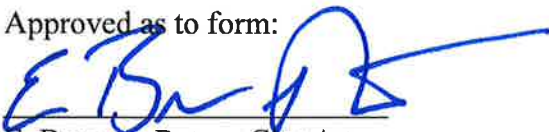
BY:


Eric J. Holmes, City Manager

Attest:


Carrie Lewellen, ~~Treasurer~~ *Deputy City Clerk*

Approved as to form:


E. Bronson Potter, City Attorney

Address for notices: City of Vancouver
City Manager's Office
P.O. Box 1995
Vancouver, WA 98668



Staff Report 037-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/6/2020

SUBJECT Funding Authorization for Roofing Projects (KCDA AEPA #017-F)

Key Points

- The City of Vancouver Facilities Maintenance has a piggybacked contract (#017-F Roofing) to provide additional options when bidding roof replacements and repairs on City facilities.
- The contract is currently approved for \$300,000.
- Facilities Maintenance is asking to extend the contract amount to \$800,000 to complete roof replacements scheduled on the 2020 work plan.
- The contract is through King County Directors Association (KCDA), which represents the Association of Educational Purchasing Agencies (AEPA) for Washington State.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The City of Vancouver is currently piggy-backing the KCDA AEPA Roofing contract with Progressive Roofing and intends to use the services of Progressive Roofing to complete a portion of the roofing projects listed on the 2020 work plan.

Advantage(s)

Provides necessary funding to ensure continuation of essential construction services without interruption as follows:

1. Provides additional contractor options to complete a number of roofing projects on the 2020 work plan;
2. Creates efficiency through the continued use a piggybacked, competitive bid contract.

Disadvantage(s)

None

Budget Impact

None. Sufficient appropriation has been included in the 2019-20 biennial budget.

Prior Council Review

None

Action Requested

Authorize an increase to the maximum authorized amount of the City's KCDA Contract #17-F with Progressive Roofing from \$300,000 to \$800,000.

Justin Serface, Facilities Maintenance Supervisor, 487-8386

ATTACHMENTS:

- ▣ AEPA Bid Award Letter
- ▣ AEPA Extension Letter
- ▣ Contract terms and conditions

AEPA IFB #017-F Roofing & Building Envelope Services
Form B – Acceptance of Bid & Contract Award

Name of Bidder: Progressive Services, Inc. dba Progressive Roofing

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name Progressive Services, Inc. Date 9/27/16
Company Address 23 N. 35th Ave City Phoenix State AZ Zip 85009
Contact Person Alice Hunt Title Business Development
Authorized Signature [Signature] Title President
Email Address alice.hunt@progressiveus.com Phone 602-278-4900

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Vendor Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2018 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency King County Directors Assn
Agency Executive Judith Waase, Purchasing Manager
Awarded this 17 day of February 2017 Contract Number 017-F
Contract to commence (Member Agency to select): ☐ _____ or ☒ March 1, 2017

**EXTENSION OF AGREEMENT
AEPA BID #017F**

Contract EXTENSION AGREEMENT made by and between

**Progressive Roofing (Vendor)
Roofing**

and

KCDA (Member)

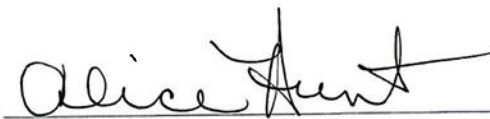
The existing Agreement was initially awarded through February 28, 2018. The Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2021. **AEPA has approved this extension and now the Member and the Vendor desire to extend the Agreement for an additional term to commence February 28, 2020.** Upon the signatures of an authorized officer of the Member and the Vendor, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Member

Authorized Signature  Title Director, Purchasing
Typed Name Thomas Kim Date 12/13/2019

Vendor

Authorized Signature  Title Manager
Typed Name Alice Hunt Date 1/15/2020

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA Bid.

If you as the Vendor do not want to extend contract, please sign below.

Discontinue: We desire to discontinue the contract, effective February 28, 2019.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

NOTE: This agreement must be received by the Member on or before January 30, 2020.



Invitation for Bid AEPA IFB #017

Part A – Terms and Conditions

Notice to Bidders

Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

1:30 p.m. EDT, Wednesday, October 5, 2016

For Catalog Bids: Digital Multi-Function Devices/Copiers, Printers and Related Services, LED Lighting, Kitchen Equipment & Supplies.

For Construction Related Bids: Athletic Surfaces - Hardwood & Synthetic Flooring, Athletic Field Lighting, Roofing & Building Envelope Services.

Each bid package consists of multiple parts:

Part A – Notice to Bidders, Bid Procedures, and Terms and Conditions

Part B – Commodity Specifications

Bid Proposal Checklist

Forms A – G

Part D - G – Additional Bid Forms if required (varies by commodity)

All bids shall be submitted online via Public Purchase by the due date and time listed below in the bid and contract timeline. Note that Bidders must be able to provide their proposed products and services in up to 26 states including California, Colorado, Connecticut, Florida, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

AEPA bid documents can be downloaded after registering, at no cost, on Public Purchase at www.publicpurchase.com. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and an opening record will be posted to Public Purchase. Bids will be publicly opened at 1:30 PM EDT on October 5, 2016, at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328.

Bid & Contract Timeline:

August 15, 2016	Publication of IFB available through Public Purchase. Notification will also be posted to the AEPA website, www.aepacoop.org .
September 7, 2016	Pre-Bid Conference Call – Must register by Sept. 1, 2016 to participate
September 23, 2016	Deadline for questions from Bidders
October 5, 2016, 1:30 pm EDT	Deadline for Bid Submittals and Bid Reading via Public Purchase

November 9, 2016	Contract Recommendations posted on Public Purchase and the AEPA website, www.aepacoop.org
November 30, 2016	AEPA Approval of bids
December 7, 2016	Bidders are advised of the results of the bid via Public Purchase
December 7, 2016 to February 1, 2017	Vendor Partner's submit required documentation to Member Agencies
No later than March 1, 2017 to February 28, 2018	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2018 - 2020	Annual contract renewal dates subject to approval by AEPA

For information on how to address all questions regarding this Invitation for Bid (IFB), reference Section II. Bid Procedures, Section C. Questions.

AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,000,000
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Larche Hardy	larche_hardy@paec.org	2,700,000
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,046,026
Iowa	Iowa Educators Consortium	Joni Puffett	jpuffett@iec-ia.org	510,010
Kansas	Southeast Kansas Education Service Center	Tina Smith	tina.smith@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.ky.gov	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Tim Loock	tim.loock@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Jeremy Kovash	jkovash@lcsc.org	830,482
Missouri	Cooperating School Districts	Matt Goodman	mgoodman@edplus.org	650,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	Nebraska ESU Cooperative Purchasing	Craig Peterson	Craig.peterson@esucc.org	300,000
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,369,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,223
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	104,278
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,700,000
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	5,700,000

Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	WV Regional Education Service Agencies Cooperative Purchasing	Amy McComas	amy.mccomas@k12.wv.us	279,899
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Lisa Melby	lisa.melby@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Julie Cudmore	jcudmore@newboces.com	91,000
			Total Students:	35,765,020

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I. About AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, twenty-six (26) states have joined to issue simultaneous Invitations for Bids (IFB) generating sales in forty-nine (49) states.

AEPA requires that Bidders only respond if they are able to offer prices equal to or lower than what they ordinarily offer on separate, single school district, single state or multi-state contracts that have equal or lesser volume. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our members' expectations. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and futuristic business practices.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively bid contracts (see the Summary of State Participation by Bid Category Table).

II. Bid Procedures

A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Some of these 26 AEPA Member Agencies have Participating Entities in other non-AEPA states as identified in the Part B - Specifications document. Bidders responding to this IFB will submit their response in the required formats (PDF, Word, Excel) of all files requested along with complete catalogs via Public Purchase by the due date and time of this IFB. Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 34,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will submit their response online, electronically via Public Purchase (www.publicpurchase.com). Responses will be evaluated by bid oversight committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.'

The procurement activities of AEPA are limited to document preparation, distribution of the IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is

deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. *Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense.*

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Voluntary Pre-Bid Conference Call

Pre-Registration Required by 3:00 p.m. EDT, September 1, 2016 (No Exceptions).

AEPA will host a voluntary pre-bid conference call on Wednesday, September 7, 2016, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. Bidders must register no later than 3 p.m. EDT, Thursday, September 1, 2016, by faxing the Pre-bid Conference Call Registration Form (found on AEPA Bid website) to Sue McDermott to 888-490-3184. No registration will be accepted after this date. Bidders must indicate which bid category or categories that they would like to participate in their registration. An email confirmation with details of the phone conference will be sent to the Bidder at least 24 hours prior to the conference call. Each Bidder will be allowed only one phone line to participate in conference call. It will be the Bidder's responsibility to have one primary person responsible for asking questions during the conference call. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Wednesday, September 7, 2016

IFB	Eastern	Central	Mountain	Pacific
Athletic Field Lighting	10:00 AM	9:00 AM	8:00 AM	7:00 AM
Copiers & MFPs	10:30 AM	9:30 AM	8:30 AM	7:30 AM
Hardwood & Synthetic Flooring	11:00 AM	10:00 AM	9:00 AM	8:00 AM
Kitchen Equipment & Supplies	11:30 AM	10:30 AM	9:30 AM	8:30 AM
LED Lighting	12:00 PM	11:00 AM	10:00 AM	9:00 AM
Roofing & Related Services	1:00 PM	12:00 PM	11:00 AM	10:00 AM

C. Questions

All questions from Bidders must be submitted online through Public Purchase, AEPA will not accept question in any other format. All questions received during the IFB process will be available via Public Purchase. All Bidders will be automatically notified through email when AEPA responds to a question asked by a Bidder. It is the Bidders responsibility to check Public Purchase for any questions and answers

prior to the bid deadline. Questions received less than 14 days prior to the bid due date will not be answered.

Should AEPA issue an addenda during the solicitation process, all Bidders will be automatically notified through email of the released addenda. All Bidders must acknowledge the issued addenda prior to the bid due date. (AEPA is not responsible for Bidders not acknowledging the issued addenda and not submitting a response according to those changes.)

Questions regarding this IFB after Bid Opening (October 5, 2016) but prior to the approval of the contract, should be submitted to aeпа-bids@googlegroups.com.

Questions regarding this IFB after Notification of Approval should be submitted to aeпа-president@googlegroups.com.

D. Bidder Qualifications

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/ documentation may be considered non- responsive.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to all of the AEPA Member Agencies indicating an interest in participating in the categories being solicited. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

E. Bid Security

If required, bids shall be accompanied by a satisfactory bid security as noted in Part B. A bidder must include a PDF copy of the bid security with their response on Public Purchase. The Bidder must mail and AEPA must receive the official bid security by the bid due date and time in order to be considered responsive. If a Bidder fails to submit a copy of the bid security via Public Purchase and/or fails to submit the bid security by the due date and time, its response shall be deemed non-responsive and will not be considered.

The amount of the bid security for each category will be listed in Part B. An acceptable bid security will have the principal being the Bidder and the Association of Educational Purchasing Agencies listed as the Agency of Record. Bid Security may be a one- time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

F. Bid Submission

1. Preparation of the Bid Response

- a. The IFB is published in multiple parts. Part A contains the terms and conditions that apply to all IFB's in the current series of bids. Part B is the specifications for the bid commodity. The IFB also contains a Bid Proposal Checklist, Forms A – G, all of which are to be filled out in their entirety and submitted online via Public Purchase in their required formats with the Bidder's response. Some bid categories may contain additional Parts or Forms.
- b. All bid responses shall be on the forms provided by AEPA for each IFB found in Public Purchase.
- c. Bid Forms requiring signatures shall be submitted by the person authorized to sign the bid response. Failure to properly sign the bid documents will result in the response being deemed non-responsive.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Bidders will submit all documents, in their required formats, online via Public Purchase by the due date and time of the IFB.
- b. The Bid Security, if applicable, must be submitted following the guidelines mentioned in II. Bid Procedures, E. Bid Security.

3. Bid Submittal Documents

- a. **Document Development:** Bid forms for this IFB are published in Public Purchase, in both Word, Excel and PDF formats. Bidders may download the documents once they are registered with AEPA on Public Purchase. All documents must be titled properly and submitted in their required format as noted in the Bid Proposal Checklist.
- b. **Bid Security:** If required, include a scanned PDF copy of the Bid Security with the Bidder's proposal on Public Purchase. NOTE: Bidder's must follow the Bid Security guidelines mentioned above in II. Bid Procedures, E. Bid Security. Failure to follow these guidelines will result in the Bidder being deemed non-responsive and will not be considered.
- c. **B – Specifications:** This document represents the need and interests of AEPA Member Agencies and the Participating Entities. Alternatives or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the Bidder who is able to comply with the greater number of specifications may be considered more responsive. Bidders must use Form E, Exceptions and Form F, Deviations, to note any exceptions or deviations from the specifications listed in Part B – Specifications.
- d. **Bid Proposal Checklist:** This checklist is a final reminder of what documents are needing to be submitted by a Bidder, the required title and format when submitting a response online via Public Purchase.
- e. **Form A – Bid Affidavit:** Complete the form provided. A signature of the Bidder's authorized representative is required and a Notary Public must complete this form. Scan to a PDF format

and title as per the instructions in Document Development above. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*

- f. **Form B – Acceptance of Bid & Contract Award:** Complete the form provided. A signature of the Bidder's authorized representative is required. Scan to a PDF format and title as per the instructions in Document Development above. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*
- g. **Form C – Service Questionnaire:** Complete the form provided. The Service Questionnaire seeks information about the Bidder's pricing structure, service areas, past performance and commerce processes. The authorized representative must sign the completed document. Scan to a PDF format and title as per the instructions in Document Development above.
- h. **Form D – Company Information:** Complete the form provided. The Company Information form provides background information on the Bidder's company. The authorized representative must sign the completed document. **NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded and then a complete Annual Financial Report from the most recent year is REQUIRED.** Scan to a PDF format and title as per the instructions in Document Development above. Scan the Letter of Line of Credit and/or Annual Report into a PDF document and title as per the instructions in Document Development above.
- i. **Form E – Exceptions:** Complete the form provided. Exceptions to Terms and Conditions set forth in Parts A and B of this IFB must be noted on this form. If there are no exceptions, the form must be returned with the "no exceptions" box checked and signed by the authorized representative. Scan to a PDF format and title as per the instructions in Document Development above.
- j. **Form F – Deviations:** Complete the form provided. Explanations of deviations noted in response to standard, product, category and service specifications in Part B - Specifications are required on this form. If there are no deviations, the form must be returned with the "no deviations" box checked and initialed by the authorized representative. Scan to a PDF format and title as per the instructions in Document Development above.
- k. **Form G – Discount & Pricing Schedules:** Complete the form provided. This form is intended as the cover document for the Bidder's discount pricing schedule. This form must be signed by the authorized representative. Scan to a PDF format and title as per the instructions in Document Development above.
- l. **Forms G1-4 Templates – Discount & Pricing Schedules Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined on Form G.
- m. **Form G.5 – Warranties, Additional Services:** In response to Form G, the Bidder may be asked to provide a price schedule for warranties, etc. This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
- n. **Form G.6 – Additional Discounts:** In response to Form G, the Bidder may be select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
- o. **Price Lists and/or Catalogs:** For catalog bids, PDFs of the Bidder's most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled as per the instructions in Document Development above.
- p. **State Specific Forms:** If required, according to Part A, submit all state specific required forms, scanned to a PDF format and title as per the instructions in Document Development above.

Please scan and upload to Public Purchase with the Bidder's proposal, any additional documents or files other than those listed above that may be requested and/or related to the this IFB.

If the bid is awarded, the Bidder will be required to produce signed forms A and B, in paper (hard copy) for each participating AEPA Member Agency. Additionally, if required, a copy of the bid security to each participating AEPA Member Agency as indicated for that bid category.

4. **Bid Transmittal – *Uploaded to Public Purchase by October 5, 2016, at 1:30 p.m. EDT.***

It is the responsibility of the Bidder to be certain that the bid submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact due date and time of October 5, 2016, at 1:30 PM EDT. **If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI, 58328, on or prior to the exact due date and time mentioned above.** Failure to send the official bid security to AEPA will result in the Bidder being deemed non-responsive and will not be considered. Bids and bid securities not meeting the due date and time will not be accepted. Bid securities must be submitted in a sealed envelope properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder's Name and Address clearly indicated on the envelope or box. Bid securities received late will not be opened and will be deemed non-responsive. Anyone who downloads the bid documents and fails to submit a bid shall be deemed as a No-Bid Response.

If the designated location for receiving bids is closed due to an unforeseen circumstance on the day bid responses are due, responses will be due at the same time on the next day the building is open.

Responsive bids will be opened and the name of each Bidder and other appropriate information will be posted to Public Purchase.

G. Bid Evaluation

Bid responses will be reviewed, analyzed and evaluated based on the evaluation criteria stipulated within this bid document (Refer to the Evaluation, Approval and Award section located in Section V. General Terms and Conditions for All Agencies).

H. Contract Award and Implementation

An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Bidders who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the bid response, a Bidder becomes a "Vendor Partner" for AEPA.

Recommendations for approval by AEPA will be posted to Public Purchase and the AEPA website on November 9, 2016. If the AEPA category committee recommends the contract at the Winter Meeting November 28, 2016 through November 30, 2016, the Vendor Partner will be invited to present for 15 minutes to the group to educate all 26 states on your company, products, etc. It is the Bidder's responsibility to access this information. It should be noted that while a company may be recommended for approval, there is no guarantee of an approved contract until the AEPA Member Agencies vote on the recommendation.

Once the approved Bidders have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 26) who had indicated an interest in participating and send Forms A and B along with a Flash Drive containing all electronic documents that they had uploaded to Public Purchase to each of the participating AEPA Member Agencies. Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency' representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

II. Responsibilities Of A Vendor Partner

- A.** As an approved AEPA Vendor Partner, the following is expected in support of the contract:
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.
 2. Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
 3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
 4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
 5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
 6. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
 7. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
 8. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).

9. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

III. Responsibilities of AEPA Member Agencies

- A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:
 1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
 2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
 3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
 4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
 5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
 6. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

IV. General Terms And Conditions For All Agencies

For the purposes of this INVITATION FOR BID, the following terms shall be defined as indicated below:

The terms **Bidder**, **Offeror** and **Vendor Partner** are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid.

The term **Participating Entity** is used to identify those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

The term **Buyer** is used to identify the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

V. Glossary of Terms

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees shall be paid to each Member Agency on a quarterly basis. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in the month of April or May) and the other in the Fall (currently the week after Thanksgiving). AEPA

requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA request that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table on page two of this document and are listed on the table presented in Part B - Specifications, Item 3: Anticipated Member Agency Participation on this bid, that has chosen to participate in this bid/category. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

Amendment of Bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

Applicable Law: The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be the Vendor Partner's responsibility to identify, make themselves aware of and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserves the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Bid and Contract Award Form (see Form B) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part A, Section VI (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Bid Opening: Bids shall be opened in the manner designated in this document. The name of each Bidder shall be posted to Public Purchase and the AEPA website.

Bid Security: There are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said

surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and be uploaded with other bid documents to Public Purchase. If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Lakes Country Service Cooperative, 1001 E. Mount Faith Avenue, Fergus Falls, MN 56537, on or prior to the exact due date and time mentioned above. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

Bidder/Vendor Partner Definitions:

1. "Prospective Bidder" has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted a bid to AEPA in response to an Invitation for Bid (IFB).
2. "Recommended Bidder" has been approved by AEPA for its AEPA Member Agencies for contract consideration.
3. "Vendor Partner" has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Bidder Acceptance Period: In order to allow AEPA Member Agencies the opportunity to evaluate the bids, AEPA requires that a bid in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Bonding: The Vendor Partner agrees to provide all performance and payment bonds executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract with the Vendor Partner and the appropriate AEPA Oversight Committee shall be notified of such failure and shall take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. Bidders may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the product, equipment and/or service described in the invitation. AEPA's decision shall be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Captions, Headings and Illustrations: The captions, illustrations, headings and subheadings in this solicitation are for convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Catalog Bid: (See Types of Bids)

Certificate of Insurance: (See Insurance)

Certification: By signature in the bid section of the Contract Award page, the Bidder certifies: The submission of the bid did not involve collusion or other anti-competitive practices;

1. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
2. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and
3. The Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible. It is made available to the general public or schools and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document shall not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to each state's procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

Cooperative Purchasing Contracts: The Bidder agrees that all the prices, terms, warranties and benefits granted by the Bidder to AEPA Member Agencies or Participating Entities through this contract will be equal to or better than with equivalent terms and conditions to those offered to any present or future customer or cooperative that have equal or lesser volume. If the Bidder shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or

terms that are more favorable, the Bidder shall notify the AEPA oversight committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall be noted:

1. AEPA and its AEPA Member Agencies reserves the right to accept or reject the Bidder's response if it is determined it does not comply with the above based on their knowledge, investigation, review and findings of Bidders' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review and findings, AEPA reserves the right to take following actions:
 - a. To request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered.
 - b. To work with the Vendor Partner to mediate and resolve the situation; or
 - c. To notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Bid Preparation: Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. [The AEPA Member Agencies believes it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.

Delivery Terms, Conditions and Requirements:

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify Buyer if an order cannot be processed within the specified period and/or the agreed upon timelines.
2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** See Part B Specifications to determine how the shipping and handling costs are to be addressed; this varies based on the specific bid category. Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner. Shipping shall be F.O.B. destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without additional cost. If shipping is allowed per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.
 - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

- c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partnerships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner.
13. The Vendor Partner must identify, specify and justify any exceptions or deviations taken.
- Deviations or Exceptions to Requirements:** Deviations or exceptions stipulated in a Bidder's proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.
- Disbarment and Suspension:** By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five years.

EDGAR Compliance: Vendors may be required to complete Education Department General Administrative Regulations(EDGAR) compliance certification. EDGAR regulations govern all federal grants awarded by the U.S. Department of Education on or after Dec. 26, 2014.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provides for cooperative procurement and identifies those types of agencies, entities and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Bid Specifications of this solicitation AEPA and AEPA Member Agencies' have indicated their anticipated volume for the products and services being solicited in this solicitation. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities due to the fact that this is an indefinite quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities and the marketing by the Vendor Partner.

Experience, Proven Track Record and Past Performance Information: has been determined by AEPA and its AEPA Member Agencies to be a major factor in considering if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserves the right to accept or reject an offer, if in its judgment, the Bidder failed to demonstrate the following.

1. Has a proven track record in the products and services offered (qualifications, knowledge and background).
2. Is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B: Specifications.
3. Has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

Evaluation, Approval and Award: Bid responses received will be evaluated in accordance with acceptable standards of cooperative purchasing, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies and procedures; AEPA Member Agencies' policies and procedures. Approval of prospective Vendor Partners and award of contracts will be made to the lowest responsive and responsible Bidder utilizing the criteria listed below and elsewhere in this bid.

Responsive Bidder: A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:

1. Submitted on time.
2. Materially satisfy all mandatory requirements identified throughout the IFB.
3. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
4. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.

5. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.
6. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.

Non-responsive Bid: Any bid that does not conform to all material requirements of the solicitation including but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual customers and/or cooperatives with equal or lesser volume. Non-responsive bids will not be considered for approval and award.

Responsible Bidder: A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:

1. Submitted a responsive bid;
2. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
3. A demonstrated and documented satisfactory track record of performance in the national market place.
4. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
5. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
6. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

Cost Evaluation:

1. Cost and price schedules conform to and provide the information required in Part B and C of this bid;
2. Pricing offered that is equal to or better than those offered to individual entities or cooperatives with same or lesser volume.
3. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts.
 - a. Line Item Bid: Lowest responsive, responsible Bidder(s); or
 - b. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Bidders. A "Market Basket" is a list of items typically purchased by AEPA

Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators;

4. Based on the cost evaluation, a recommendation will be made to approve a single bidder or make a multiple bidder award.

External Procurement Unit: means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4): Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market,

inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

Form of contract: The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided.

1. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.
2. Certificate of Insurance: The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer).
3. All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.

4. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

Late Bids: Late bids will not be accepted. All bids must be submitted online via Public Purchase by the due date and time of this IFB.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease or lease purchase. Buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will be in compliance with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc). Likewise, there are various policies, procedures, rules, regulations, codes and laws that govern such licensing/registration within federal, state and local jurisdictions, therefore, it is the Bidder's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services shall be free of all liens.

Local Public Body: A political subdivision of the state and the agencies, instrumentalities and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards and organizations that either by federal, state or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Bidder is a bona fide manufacturer's agent for the specific products/services proposed, the Bidder is authorized to submit an offer on such products/services, and a guarantee that, should the Bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by

warrantees or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Bidders of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only. Multiple Approvals and Awards: Throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code): is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. Standard Ordering Process:

- a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction related bids
- b. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote;
- c. Vendor Partner will deliver and invoice the Buyer;
- d. Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment;
- e. Vendor Partner, based on the agreed to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly).
- f. Vendor Partner shall provide the transaction and volume reporting in the AEPA report format.

2. Special Ordering Process:

- a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
 - b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, pricelist or Vendor Partner's quote;
 - c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
 - d. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
 - e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
 - f. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.
3. **Electronic Ordering (Optional by AEPA Member Agency):**
- a. When a Vendor Partner based online ordering system is available, the following functionality is preferred:
 - b. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
 - c. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.
 - d. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
 - e. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
 - f. Electronic ordering systems that list catalog price and AEPA discounted price.
 - g. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
 - h. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
 - i. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.
4. **Order of Precedence:** In the event a conflict occurs the following order of precedence shall prevail:
- a. Member Agency Specific terms and conditions
 - b. Specifications and scope of work
 - c. General terms and conditions
 - d. Attachments and exhibits
 - e. Documents referenced or included in the solicitation

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non- Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and copyright indemnification: To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under

this contract. Member Agency and its Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggy Back Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Pricing: Within Part B: Bid Specifications and Part C: Bid Forms of this solicitation, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, etc. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. Please note the following that relate to pricing:

1. **Most Advantageous Pricing:** The Bidder/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.
2. **Primary Pricing/Secondary Pricing Strategies:** All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies as defined in the bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Primary Pricing:** All Bidders are required to submit the required primary pricing as indicated in each bid category's Part B: Specifications and Part C: Bid Forms (requirements vary based on bid category).
 - i. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.
 1. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
 2. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Contract Oversight Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 3. **Core List:** In a Catalog Priced bid, a category (i.e. office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
 4. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.

- ii. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes:
 - 1. Product Category
 - 2. Product Description
 - 3. Manufacturer
 - 4. Manufacturer SKU
 - 5. Vendor SKU
 - 6. Unit of Measure
 - 7. Item List Price
 - 8. AEPA Bid Price
 - iii. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
 - iv. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may only request adjustments to the prices once a year at the time of renewal at the AEPA Winter meeting that goes into effect March 1st. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Member Agencies at the AEPA Winter meeting to go into effect the following contract term.
 - v. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Contract Oversight Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
 - vi. **New Products/Services:** Vendor Partner may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract at the time of renewal pending review and approval of the AEPA Bid Oversight Committee and AEPA Membership. Requests should be submitted to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting.
3. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (RSMeans, Gordian) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.
4. **RSMeans (Construction Related Bids Only):** It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RS Means or an Alternative Pricing method. This

includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies.

- a. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted:
 - i. Building Construction Cost Data Book
 - ii. Facilities Construction Cost Data
 - iii. Facilities Maintenance & Repair Cost Data
 - iv. Site Work & Landscape Cost Data Book.
 - b. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used. Subcontractors' invoices must tie to the RSMeans spreadsheet.
 - c. A RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.
 - d. Pricing must be done by Location Codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.
 - e. The AEPA contract holder factor, bonding cost, AEPA discount and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to the AEPA State Agency and AEPA Customer as required.
 - f. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.
5. **Alternative Method of Costing:** This method covers any product and /or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual project or sole source. The alternative pricing is calculated as follows:
- a. The Bidder must prepare, issue and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications and the most cost effective solution. All quotes must be made available upon request.
 - b. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
 - c. The Bidder must indicate the percent of discount offered to AEPA and its Participating Entities on the normal and customary retail price.
 - d. The AEPA price is calculated by taking the product and services cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the AEPA discount of 10% or \$120 equals the AEPA price of \$1,080.
6. **Secondary Pricing Methods:** Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
- a. **Customized Price List:** Bidders are required to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Up to 100 items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.

- ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
- b. **Hot List Pricing:** Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions:
 - i. The price reduction is available to all AEPA Member Agencies equally.
 - ii. The price reduction is for a specific time period, no less than thirty (30) days.
 - iii. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such.
 - iv. The original price for products/services is not exceeded after the time limit.
 - v. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all Hot List items must be updated on the Vendor Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.
- c. **Volume Price Discounts:** Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions:
 - i. Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms.
 - ii. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis.
 - iii. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

6. **Price Warranty/Market Competitiveness Guarantee**

Bidder / Vendor represents and warrants that the prices set forth in the Bidder / Vendor's response are, and during the Term of this Agreement, shall remain market competitive ("Market Competitiveness Guarantee"). If the AEPA receives information from any source that Bidder / Vendor is not in compliance with the Market Competitiveness Guarantee of this Section, Bidder / Vendor shall, within ten (10) days of receiving written notice of such non-compliance, either (i) advise AEPA of all adjustments necessary to ensure compliance with the Market Competitiveness Guarantee and make all such adjustments within thirty (30) days, unless other time arrangements are made, or (ii) provide documentation refuting the allegations of non-compliance, in which case, the parties shall work in good faith to resolve the dispute.

Prime Vendor Partner: For the purpose of this bid, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Bidder/Vendor Partner's must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services:

1. **Product Line:** If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
2. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
3. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
4. **Services:** are defined as the furnishing of labor, time or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
5. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
6. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions:
 - a. The enhancement is recommended by AEPA and approved by the Member Agency;
 - b. The option is priced at a discount similar to other options;
 - c. The option is an enhancement to the unit.
7. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
8. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

9. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.
10. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be:
- a. Of a quality to pass without objection in the industry and professional standards normally associated with them;
 - b. Fit for the intended purpose(s) for which they are used;
 - c. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
 - d. Adequately offered, presented, delivered, accomplished and complete as the contract may require; and
 - e. Conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information | Catalogs | Price Lists: Bidders shall include an electronic and paper copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the bid response. Throughout the term of the contract, Vendor Partner(s) shall furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions:

1. The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order;
2. The purchase order describes the amounts to be paid and the date of payment;
3. The Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order;
4. That payments will only be made when actual goods and/or services are verified/received; and
5. That any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA's Solicitation, any Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

1. **Procurement Phases:** AEPA's procurement/solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - a. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
 - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
 - c. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - a. The name, address and telephone number of the protester;
 - b. The original signature of the protester or its representative;
 - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - d. A detailed statement of the factual grounds or legal basis for the protest;
 - e. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - f. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten days of the date the protester knows or should have known the basis of the protest per the following:
 - a. Bid Due Date: Knows or should have known the basis of the protest upon the bid due date or 10 days after the bid due date.
 - b. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval.
 - c. Contract Award: Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award.

Procurement Phase	Who to Contact	Email Address
Bid Due Date	Bid Question Coordinator	
AEPA Approval	Bid Coordinator	aeпа-bids@googlegroups.com
Contract Award	Individual AEPA Member Agency with a copy to the AEPA President	See AEPA Member Agency Information sheet

4. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
5. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

Provisions Required By Law: By submitting a response to this solicitation, bidders are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this bid. These provisions of law and any clause required by law that is associated with and relates to this bid and any resulting contract will be read and enforced as though it were included herein.

Public Purchase: An easy-to-use platform that provides Bidders with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time stamped and logged as part of the solicitation process.

Public Record: All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to Public Purchase and the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation, must be submitted online in Public Purchase per IFB and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted online via Public Purchase.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to aepa-bids@googlegroups.com.
3. After notification of AEPA contract approval, questions should be submitted via email to aepa-president@googlegroups.com.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at aepa-president@googlegroups.com.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective bid representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted bid response including, but not limited to, clarifying questions. Bidders may be requested to submit such answers in writing but will not be allowed to change or alter their bid.

Safety Measures: Vendor Partners shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

Suspension or Debarment Status: If within the past five (5) years, any Bidder has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations and processes, therefore, prices offered will not include applicable federal, state and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

Term of Contract and Extensions: The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Bid and Contract Award (Form B). The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate and review existing AEPA vendors to determine if the organization as a whole desires to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of,

or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Vendor Partner files for bankruptcy protection, or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
2. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
3. The Vendor Partner fails to observe any of the terms and conditions of the contract;

4. The Vendor Partner fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Bids: Due to the various types, kinds and levels of products and services solicited by AEPA in its IFBs; the various pricing methodologies/methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's/bids, AEPA has established the following two types of bids.

1. **Catalog Bid:** A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

Vendor Partner: Bidder who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this IFB.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has

a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If, upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

VI. Member Agency Specific Terms and Conditions

A single IFB is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. *When Member Agency/State Specific Terms and Conditions differ from the General Terms and Conditions, the Member Agency/State Specific Terms and Conditions will prevail.*

Common Terms and Conditions of all individual states are as follows:

Active Promotion of Contract: Agencies require that the Vendor Partner take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies' qualified Participating Entities.

Sales to Participating Entities: AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

Legal Obligations: All Vendor Partners shall comply with all applicable Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. It is the Bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

Administrative Fees: AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency on a quarterly basis. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee, any special terms and conditions, and special ordering process requirements is listed here for the convenience of the Bidders.

Association of Educational Purchasing Agencies (AEPA)

Construction Related Bids Only

Bid 017 - Summary of State General Overview

Part A Table

AEPA Member Agency State	General			Ordering Process			Construction Products and Services									Potential Customers						
	Administrative Fee	Bid Security Required on bid due date	Special Reporting Requirements	Standard Ordering Process	Electronic Ordering	Special Ordering Process	Davis Bacon and State Wage Rates	Payment & Performance Bonds Required	Contractor's Licensing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are taxable	Service is Taxable	K-12 Education	Higher Ed.	Private Schools	Non-Profits	Federal Agencies	State Agencies	Cities & Counties
CA	2%	No	No	Yes	Yes	No	N/A	N/A	N/A	N/A	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CO	2%	No	No	Yes	No	No	No	No	No	No	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	Yes
CT	2%	Opt	No	Yes	Yes	No	Yes	Opt	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL	2%	No	No	Yes	Yes	No	Yes	No	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IN	Various	No	No	No	No	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IA	2%	No	Yes	Yes	Yes	No		**			Yes	Limited	Limited	**		Yes	Yes	Yes	No	Yes	Yes	Yes
KS	2%	No	n	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
KY	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MA	2%	No	No	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MI	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	TBD	Yes	Yes
MN	2%	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MO	2%	No	Yes	Yes	Yes	No	Yes	No	No	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MT	2%	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NE	2%	No	No	Yes	No	No	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	No	No	No	No
NJ	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	No	No	Yes
NM	2%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ND	2%	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OH	2%	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OR	2%	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PA	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TX	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VA	2%	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WA	2%	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes
WV	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WI	2%	No	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WY	2%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes

* Depending upon the type of agency making the purchase products may or may not be taxable

** Iowa Code Chpt. 26 & 273

1. California, Monterey County Office of Education dba CalSave

A. Additional Member Agency General Terms and Conditions that apply for all categories

1) Governing Law and Venue

The laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

2) Authority

For California, this bid is issued under the authority of the elected Monterey County Superintendent of Schools, who administers the Monterey County Office of Education (MCOE), located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3) CalSAVE, Administration, and Agent

Contracts awarded and Awarded Contractors/Vendors will automatically be part of the CalSAVE program, and by bidding a vendor must agree to participate. CalSAVE is the cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation under a contract with MCOE, in cooperation with the California County Superintendents Educational Services Association (CCSESA). MCOE is the lead agency for all Contracts, and the Monterey County Superintendent of Schools is the authority for the solicitation, evaluation and award of all contracts. Epylon serves as MCOE's agent, but only the Monterey County Superintendent of Schools has the authority to award contracts. Correspondence and communication related to the contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

MCOE reserves the right to change agents or to change the contact name of existing Agent's personnel administering the contract. If Agent or Agent's personnel change, Awarded Contractors/Vendors will be notified with new instructions.

4) Transaction Fees

Transaction Fees are the funding source for the operation of the self-supporting CalSAVE cooperative purchasing program. Awarded Contractors/Vendors shall be required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid through Monterey County Office of Education and all Contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales, which means gross sales less returns and cancelled orders within 30 days, shipping and sales and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the buyers themselves. Neither Awarded Contractor/Vendor nor its designated authorized reseller(s) shall include any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

Epylon will collect the Transaction Fee on behalf of the CalSAVE program. The Contractor/Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5) Non-Conforming Jurisdictions

Notwithstanding Section A.4 (immediately above) no Transaction Fee is authorized to be charged to Awarded Contractors/Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of products, services, licenses and goods sold under this contract in such jurisdictions shall be the same as for all school districts in all other counties of California. However, any LEA using this contract where Section 4 fees are not permitted shall be required to pay a 2 percent fee for use of the contract, imposed by MCOE on the authority of Public Contract Code Section 20118 and 20652, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under contract.

6) Reports

The Contractor/Vendor will compile a quarterly report listing each purchase made by participating Agencies under this contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the e-mail address of rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the contractor/vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields:

- Date of Order
- Name of Participating Agency (LEA)
- Description of Item Purchased
- Manufacturer's SKU Number
- Quantity
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7) Length of Term

The term of the agreement shall commence on the date of the award and continue as stipulated in General Terms and Conditions, unless terminated, canceled or extended. Contract may be terminated by MCOE if LEAs have not used the contract in any 12-month period, or if orders from participating LEAs do not total \$10,000 in any 12- month period. California statutory term limits and extensions shall apply.

8) Marketing and Advertising under this Agreement

Vendor will actively promote the use of this contract by LEAs in California. Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSAVE administrator, vendor is also required to perform the following:

- a. Vendor will include the approved CalSAVE logo, web address, and toll free number in all print electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- b. The CalSAVE logo and associated CalSAVE information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
- c. Vendor agrees to provide CalSAVE with a copy or proof sheet of the advertisement or promotion material. Vendor will provide CalSAVE with date of release and name of publication, journal, etc.
- d. Vendor shall place a supplied CalSAVE vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at California tradeshow, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit CalSAVE supplied brochures or other promotion materials.
- e. Vendor agrees to insert the approved CalSAVE logo, web address, and toll free number on the vendor's web site promoting or a specific CalSAVE landing page and providing a link to the CalSAVE website.
- f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSAVE for inclusion on the CalSAVE website.
- g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to school districts.
- h. Requested materials will be submitted to CalSAVE within 30 days.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services

1) Conformance to Public Contract Code 20111

An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code 20111 and 20650. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.

2) Conformance to Public Contract Code 20118 and 20652

All public agencies (LEAs) are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Monterey County Office of Education hereby declares its intent and authorization to make all contracts awarded under this contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded contracts and those agencies will make payment directly to the vendors. Any legislative changes to Public Contract Codes 20118 and 20652 during the term of the contract(s) with Award Vendor(s) shall apply to the contract(s) immediately when such changes become law.

3) Additional Piggyback and Standard School Supply and Equipment Authority

The Monterey County Office of Education declares that items, materials, personal property, equipment and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to create both the EdBuy and the CalSAVE programs for the purpose of collectively creating both a standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code 20118 and 20652, but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

C. Additional Member Agency Terms and Conditions for Construction Products and Services

1) Intended for Personal Property

An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code 20111 and 20650. Awards shall include allowance for installation and assembly services incidental and necessary for use of the equipment, materials, supplies and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code 22002, an LEA may use this California contract only up to \$14,999 for labor and services, but for an unlimited dollar amount for any supplies, materials, equipment or personal property to be staged and ready for use in a local Public Works project.

2) Public Works Limitations

When Public Works services cost \$15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid contract with other alternative authorities for Public Works projects as may be allowed by law, such as Public Contract Code 22030, Education Code 17406 or Government Code 1466. LEAs should consult with their own legal counsel to see if such statutes apply to their Public Works projects.

D. Procedure for Processing Orders

1) Start date

Once the award is made to the Contractor/Vendor and signatures have been placed on the contract from both parties, the Awarded Contractor/Vendor is authorized to begin selling to eligible Agencies. MCOE will begin informing LEAs of the Contract once the Contract has been signed.

2) Prices and Requests for Quotes

The Awarded Contractor/Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce.

The 2 percent Transaction Fee on all sales is a cost of doing business to the vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction fees should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the participation fee on all pricing and quotations.

3) Submission of Orders and Delivery

After entering into an agreement with MCOE, an LEA electing to use this Contract will enter into a separate contract with the Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to contractor/vendor.

LEAs will fax or mail purchase orders directly to the CalSAVE office fax at (866) 488-3729), unless other arrangements have been made and agreed to by the CalSAVE Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate vendor on the same day received, unless unusual circumstances occur. It is the responsibility of the awarded/Vendor contractor to track any purchase order received directly from an LEA and to include that order on quarterly reports.

Awarded Contractor/Vendor will deliver goods, services and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

E. Agencies Allowed to Purchase under the Member Agency

1) Other Agencies' Right to Purchase.

CalSAVE is a self-supporting contracting program led by the Monterey County Office of Education. Contracts are made available to all California public school districts, private and non-public schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following terms and conditions, the Monterey County Office of Education (MCOE) consents to LEAs purchasing items at the same unit price(s) or pricing formula under the terms and conditions of this Contract, as may be authorized by Sections 20118 and 20652 of the Public Contract Code or other legal authority:

a) Any other agency (LEA) authorized by law to use this Contract for its own purchase(s) from the Awarded Contractor/Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which *inter alia* will include the terms, conditions, and information set forth in this paragraph *a* and paragraphs *b* through *i* below.

b) After entering into a standard agreement with MCOE, an Other Agency electing to use this Contract will enter into a separate contract or purchase order ("Separate Contract") with the contractor/vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the Awarded Contractor/Vendor comply with the provisions set forth in the

paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epylon Corporation. MCOE will not be a party to any Separate Contract, but will be considered a third party beneficiary of such Separate Contract.

c) The Awarded Contractor/Vendor understands and agrees that failure or refusal to comply with the provisions set forth in this agreement regarding payment of the 2 percent Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancellation of the Contract. The Contractor/Vendor also understands and agrees that if the Contract is cancelled for this or any other reason, MCOE may give notice of such cancellation by any other means appropriate to inform LEAs of that cancellation.

d) The MCOE waives any right it may have to require any LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the contractor/vendor.

e) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.

f) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The contractor/vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

g) Both the contractor/vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Contractor/Vendor and any LEA considering such use consult with their own legal counsels before doing so.

h) Both the contractor/vendor and any LEA using this Contract agree to defend, indemnify and hold the MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

i) MCOE reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:

- a. The vendor fails to adequately perform the services set forth in the contract
- b. The vendor fails to make progress in the performance of the contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the contract
- c. The contractor fails to observe any of the terms and conditions of the contract
- d. The contract fails to pay Transaction Fees
- e. The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE. MCOE shall follow the following procedure if the contract is to be terminated:
 - Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
 - Step 2 - Issue a letter of intent to cancel the contract, if the problem(s) is not resolved by a given date.
 - Step 3 - Issue letter to cancel the contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE.

Failure on the part of the contractor to address adequately all issues of concern may result in contract cancellation.

2) Other Agencies, Constitutionally Independent Agencies, and Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the contract as allowed by California Government Code Section 6502, which says, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies."

2. Colorado, Colorado BOCES Association (CBA)

A. *Additional Agency Terms and Conditions*

Advertising: CBA will require a marketing flier, in electronic format, and timely updates from each vendor promoting the contract and AEPA/CBA relationship. CBA will assist in the development of the marketing flier and other appropriate materials which will include logos representing the vendor/AEPA/CBA. This flier will be for distribution and dissemination to all qualified customers through the CBA website and other appropriate and available methods.

Sales to Qualified Customers: Boards of Cooperative Educational Services (BOCES) in Colorado are legislatively created cooperative organizations directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. BOCES are governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied bidding process most advantageous. Qualified agencies in Colorado include all public or private educational institutions, K-12 and higher education, all non-profit organizations, and all county or local governmental agencies. CBA requires that all participating vendors offer the Agency contract opportunities to all qualified customers.

A. ***Procedure for Processing Orders:*** Once the award is made to the vendor.

- CBA will inform its members of the contract by:
 - i.* Including the contract in the agency database that is available on the CBA website
 - ii.* Announcing the award through normal communication channels, CBA member presentations as well as regular electronic and direct mail communications.
 - iii.* Offering the opportunity to the vendor to publish their marketing information on the CBA website link to cooperative purchasing opportunities.
- A listing of CBA members, institutional names, contact names, addresses and phone numbers is available to the vendors through the CBA website. At this point the vendor must contact the members and qualified customers; and the customers have the right to contact the vendors directly. Note: CBA requires the awarded vendors to take ownership and actively promote the contract in cooperation with CBA to all members and qualified customers.
- When the customer identifies a desired product or service as available through the AEPA/CBA contract and agrees on price as presented to the customer by the awarded AEPA/CBA vendor, the customer then issues to the vendor a purchase order for that item or service.
- The awarded price must include an additional two percent (2%) administrative fee in the total cost (not as a separate line item), based on the total cost of goods and services including installation. This fee is to be forwarded by the vendor to CBA after the sale and payment is made to the vendor. Payment shall be made to CBA on a quarterly basis along with the complete sale report as specified in the general terms and conditions.
- The sale and transaction may continue without delay or anticipation of the CBA denial of said transaction.
- The administrative fee percentage (2%) is based on the total sale of goods and services including installation and must be included in the original cost quoted to the customer. In the event of a lease, the total administrative fee for the value of goods and services shall be paid to CBA by the vendor at the front end of the lease.
- Vendor makes all deliveries and installation of products and services. CBA does not warehouse items nor provide services.

3. Connecticut, Capitol Region Education Council (CREC)

A. *ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS*

Applicability of Contract Provisions to Connecticut Participants - The Capitol Region Education Council (CREC) is the AEPA Member Agency. Any entity that uses the contract awarded by CREC under this document is referred to as a "Participant." The bidder that is awarded the contract by CREC is referred to as the "Contractor."

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

Modifications and Additions to Contract Language in the AEPA Invitation for Bid

A. Event of default and termination of Contract:

CREC shall have the right to cancel the contract based upon a default by Contractor. A Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, CREC and each Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. CREC and each Participant shall follow the following procedure if the contract or purchase order is to be terminated:

Step 1 – Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by CREC or the Participant, as applicable, in its sole discretion, based on the problem.

Step 2 – Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.

Step 3 – Issue the letter to cancel contract or purchase order.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to CREC and the Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

The remedy to terminate and withhold payments is in addition to any other remedies CREC and the Participants may have. In the event of Contract termination by a Participant, such Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

B. Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of CREC and any Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify CREC and any Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.

C. Indemnification:

Contractor shall indemnify, defend, keep and save harmless CREC, each Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

D. Participant Policies:

The Contractor must be familiar with a Participant's policies or regulations which affect the services provided under this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include but are not limited to school district or organization policies, town policies, charters, and ordinances.

As each municipality, board of education, governmental agency, educational institution, and non-profit organization in the State of Connecticut may have or may be required to have, individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

E. Performance Bonds:

Each Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the Participant, and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the Participant. The Contractor must send such Performance Bond to the Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the Participant and licensed or authorized to do business in Connecticut and New England. Failure to deliver the

bond shall be considered a default under the Contract, at the discretion of and upon notice by the Participant.

F. Governing law:

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

Conflict of Interest

The Contractor shall disclose any relationship with a CREC employee that would not be considered an "arms-length" or independent transaction, as described below. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

A CREC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", a CREC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that a CREC employee made a purchasing decision which appears to be based upon a personal relationship between the CREC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between a CREC employee and a vendor, (2) when there exists the potential for a personal benefit to a CREC employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

In addition, the Contractor shall, if given a copy of the potential Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential Participant any relationship that would not be considered an "arms-length" or independent transaction with that Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential Participant.

Determination of the existence of a conflict of interest does not prohibit CREC and/or a Participant from entering into the contract and purchase order, respectively.

Financing Arrangements - Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Participant that is interested in such an arrangement. Each Participant should seek its own legal advice prior to entering into a financing arrangement. CREC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. CREC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the Participant only.

Affirmative Action - The Contractor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

Independent Contractor - The Contractor shall not be held or deemed in any way to be the agent or employee of CREC and/or a Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Incorporation of Bid Documents - The bid documents, including all appendices executed by Contractor that have been accepted by CREC (the "Bid") are specifically incorporated into this Contract.

Freedom of Information Act - The Contractor acknowledges that CREC and some Participants are subject to the Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., and submitted to CREC and/or such Participants may be made available to the public under the provisions of the Freedom of Information Act.

Marketing and Advertising - Contractor agrees to provide CREC with a copy or proof sheet of all advertisements, customer communications or promotional material for prior approval.

C. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR CONSTRUCTION PRODUCTS AND SERVICES

CT Commission on Human Rights and Opportunities:

Municipal Public Works contracts funded in whole or in part by the State of Connecticut are subject to contract compliance requirements and set-aside goals as follows:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

D. PROCEDURES FOR PROCESSING ORDERS

Purchase orders will not be accepted or processed by CREC. All business will be contracted directly with the Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.

To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to CREC only.

E. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

There are 169 school districts in Connecticut and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations.

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has been unable to sign with.

Sales made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC. The Contractor must advise CREC its intent to use the contract in any of these states.

All Terms and Conditions for Connecticut apply to work in these states. It is the Contractor's obligation to ensure that the purchaser fully understands the AEPA contract, including whether it is allowable under applicable state regulations.

4. Florida, Panhandle Area Education Consortium

A. Additional Agency Terms and Conditions

Vendor Contact: Vendor will designate to the Panhandle Area Educational Consortium (PAEC), one individual who will represent them during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise, including instructions if different contacts for different geographical areas are needed. This information will be distributed to all school districts upon award of this bid. Vendors may use this contract to sell products or services in addition to school districts to any government agency, non-profit organizations or institutions.

Vendor agrees to abide by all federal, state and local laws and regulations. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

B. Procedures For Processing Orders

Once the award is made to the Vendor, PAEC will inform all school districts of the contract by:

1. Including the award information on the PAEC Web site at www.paec.org/clearinghouse
2. Announcing the award in its PAEC Horizon and FEC newsletters
3. Announcing the award via electronic mail to all members
4. Advertising promotional information over the Florida Education Channel

Any members, contact names, addresses and phone numbers will be available at the PAEC Web site www.paec.org. At this point, the Vendor may contact the members and the members may contact the Vendor.

The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. The member then issues to the Vendor a purchase order for that item or service.

The purchase order must include an additional (2%) administrative fee built into the total invoiced cost, based on the total costs of good, services and installation.

A final copy of the customer purchase order or sales summary must be sent to PAEC by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC does not warehouse items.

All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendors price will include a (2%) administrative fee that the Vendor shall collect from the member and remit to PAEC on a quarterly basis. The Vendor will produce and provide to PAEC quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below:

1. Date of Order
2. School district
3. List or academic price sales totals
4. PAEC price sales totals
5. Member savings total

Quarterly reports and administrative fee payments to PAEC are due the 15th of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Finance Department. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen member consortium that includes a voluntary

purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS 1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

Vendor will also submit an annual sales report identifying all member purchases.

5. Indiana, Wilson Education Service Center (WESC)

A. B. C. Additional Agency Terms and Conditions

Participating entities and approved vendors must be in full compliance with statutory requirements of all applicable federal, state, and local laws, rules, regulations, and ordinances including applicable public works and prevailing wage projects. All provisions required thereby to be included herein and are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Indiana. Awarded pricing must be made available to all participating entities regardless of size.

D. Procedure for Processing Orders

Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, non profit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies.

Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa.

The Wilson Education Service Center utilizes an e-procurement facilitation system as the only mechanism for ordering and the primary method of marketing. Bidders are required to use the IAESC Procurement System and GovPro systems upon award. A 2.2% administrative fee will be assessed on Gross monthly sales for IAESC Procurement (used by schools) and a 3.2% administrative fee will be assessed on Gross monthly sales on GovPro (all other entities) after a 1% price increase. Acceptance of a purchase order not transmitted electronically will constitute grounds for termination of bid award. Bidders shall not include Shipping and Handling Charges, Federal Excise Tax, or State Sales Tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

E. Members Purchasing Under the Agency

All public school corporations, private/parochial schools, charter schools, non profit entities, municipalities, other governmental entities and higher education entities are eligible buyers.

The Wilson Education Center as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

Public works projects have specific limitations using cooperative purchasing in Indiana as referenced in Indiana IC 36-1-12-4.9. For the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property the cost of the public work must be less than one hundred fifty thousand dollars (\$150,000).

6. Iowa, Iowa Educators Consortium (IEC)

A. Additional Member Agency General Terms and Conditions that apply for all categories

The IEC specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with the Vendor Partner, consistent with the terms and conditions of said Contract, to any organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services None.

C. Additional Member Agency Terms and Conditions for Construction Products and Services The IEC may participate in Construction Products and Services bids through AEPA on a limited basis due to the restrictions mandated in the Iowa Code, Chapter 26 and 573.

D. Procedure for Processing Orders

IEC eligible clients follow a standard or electronic ordering process. The awarded Contractor will invoice and deliver products and services directly to IEC eligible clients. All invoices for payment shall be sent directly to the IEC eligible client ordering under the terms and conditions of this agreement. The IEC eligible client will make payment directly to the awarded Contractor(s). The IEC does not process any orders.

E. Agencies Allowed to Purchase under the Member Agency

- K-12 Public & Private Schools
- Area Education Agencies
- Colleges & Universities
- Public Libraries
- City, County & State Government
- Non-Profit Education Organizations

7. Kansas, Southeast Kansas Educational Services Cooperative– Greenbush (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for all categories

SEKESC has no additional general terms and conditions that apply for all categories.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services

SEKESC has no additional terms and conditions for non-construction products and services.

C. Additional Member Agency Terms and Conditions for Construction Products and Services

It is further agreed that the provisions of K.S.A. 44-1030 (1) to (5), both inclusive, and as shown below, shall be applicable to this contract, except as to those contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000 or less or have fewer than four employees.

1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the commission.
3. If the contractor fails to comply with the manner in which he reports to the commission in accordance with the provisions of section 15 (44-1031) of this act, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of sub-sections (1) through (5) inclusively of the present section in every sub-contract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
6. Any purchase order issued by SEKESC, or one of its District's, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the Kansas school district desiring to acquire the products or services under the bid. Said purchase order shall include adequate reference to identify the bid to which it relates.

D. Procedure for Processing Orders

The SEKESC develops all specifications for bids and proposals. After solicitation according to state law, awards are made to selected vendors. Members may then purchase from the list of approved vendors. To make a purchase, members prepare a purchase order directly to the vendor, the purchase order is submitted to the vendor as well as a copy mailed, e-mailed, or faxed to the SEKESC. The SEKESC will review the purchase order and will provide additional quality assurance to the procurement. If the purchase order is in need of modification, SEKESC will notify the district and the vendor of necessary corrections. The supplier provides the product, material, or service to the member and invoices the member. The member makes payment directly to the supplier. The vendor shall add a 2% administrative fee to the bid price. The administrative fee shall be invoiced as part of the overall invoice to the district. The vendor shall report gross sales quarterly to SEKESC and submit the 2% administrative fees to the SEKESC on a frequency of not less than quarterly.

E. Agencies Allowed to Purchase under the Member Agency

The structure of the SEKESC permits all school districts, interlocals and other qualified agencies to participate in awarded contracts under the AEPA bidding process. Virtually all public school districts in the state of Kansas can legally purchase through the SEKESC. Qualified agencies include all public educational institutions to include, universities, community colleges, and technical colleges, state, private and parochial

schools, and charter schools. By mutual agreement with vendor and SEKESC, all awarded Kansas contracts are eligible to be offered to all cities, counties, governmental agencies and nonprofit organizations. Occasionally purchases are made from school districts and other non-profit institutions in adjoining states when the purchase is not available through their service agencies. Contracts available to such adjoining state agencies are available upon mutual agreement of vendor and SEKESC. No agency is obligated to use these services and/or contracts, but they will find the benefits of low price advantageous.

8. Kentucky, Green River Regional Educational Cooperative (GRREC)

A. Additional Member Agency General Terms and Conditions that apply for all categories

The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records.

Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid.

The following Federal Clauses are required as a part of KY bid documents:

1. CLEAN AIR/CLEAN WATER

- A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

2. SUSPENSION AND DEBARMENT

Vendor Partner understands that a contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above-referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. LOBBYING

Vendor Partner will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC.

4. PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 C.F.R. § 200.322

Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

5. BUY AMERICAN

"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

“Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities (“SFAs”) must comply with when purchasing commercial food products served in the school meals programs.

Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic.

Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected.

Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENT CONTRACTS

Solicitation Requirements for cost reimbursable contracts:

- A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

- C. Contractor's determination of its allowable costs will be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;
- E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services

C. Additional Member Agency Terms and Conditions for Construction Products and Services

The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS 337.550.

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.

1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.
2. State Prevailing Wages shall apply for projects of \$250,000.00 or more, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.
3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.
4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.
5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed \$25,000. (Also provide that the Surety shall comply with state requirements.)
6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:
 - a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)
 - b. A 201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)
 - c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).
 - d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)
 - e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect

7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

D. Procedure for Processing Orders

Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasi-governmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Bids Coordinator. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.

E. Members Purchasing under the Agency

Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi-governmental, or non-profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, GA, LA, MS, NC, SC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period.

9. Massachusetts, The Education Cooperative

A. Additional Member Agency General Terms and Conditions that apply for all categories:

All Contractors and Vendors shall comply with MGL Chapter 30B including:

Signing a non collusion statement as required by MGL 30B s. 10;

Signing a tax compliance certificate as provided in MGL Ch. 62C s 49A.

All Contractors and Vendors will produce and provide to TEC at PO Box 186, Dedham, MA quarterly reports of all sales to Massachusetts Participants. The quarterly reports together with the administrative fee shall be sent to TEC with 15 days after the close of each quarter.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services:

All Contractors and Vendors shall comply with MGL Chapter 30B.

C. Additional Member Agency Terms and Conditions for Construction Products and Services

All construction contracts shall be subject to the provisions of M.G.L. Ch. 149A.

D. Procedure for Processing Orders

1. Once an award is made to a Contractor/Vendor, TEC will inform the Participants of the contract. At this point, the Contractor/Vendor may directly contact any Participant and any Participant may directly contact the Vendor.
2. Purchase orders will not be accepted or processed by TEC. All business will be contracted directly by Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor /Vendor.
3. To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Vendor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to TEC only.
4. The total cost of TEC's program is funded through the administrative fee paid to TEC quarterly by the participating Contractors/Vendors. The administrative fee is based upon the total sale or lease of goods and services, including installation, if included, This fee shall be included in all price quotations to Participants and shall not be printed as a line item on the quotation.

E. Agencies Allowed to Purchase under the Member Agency

Any school district, municipality or non-profit tax exempt entity with a principal place of business in Massachusetts which sign the Participation Agreement attached hereto shall be entitled to participate.

10. Michigan, Oakland Schools, (OS)

A. Additional Member Agency General Terms and Conditions that apply for all categories:

1. Advertising

OS will require a marketing flier, brochure, or other similar marketing vehicle, in electronic format, from each Contractor promoting the available contract with the Contractor, and/or a web page or link. OS may assist in the development of the marketing flier and material (if requested by Contractor), but in all cases shall have authority to review and approve any marketing materials. If a web site is used, the link will be made available from the OS web page. Any web page or link, or other marketing tool shall be dedicated to AEPA information only.

2. Pricing

OS requires that Contractors must offer prices lower than what they would offer on any single school district contract in Michigan; on other cooperative purchasing contracts available to Michigan public educational institutions, colleges and/or universities, County Government offices, cities, townships, and villages; or State of Michigan purchasing contracts.

3. Conflict of Interest

Contractor shall disclose in writing to Buyer any conflicts of interest with Board members, administrators, and or employees of any Participating Entity (as defined below). A conflict of interest may include, but is not limited to, a financial ownership interest in, or employment with Contractor or Subcontractor by a Participating Entity' Board member, administrator, or employee or their family member. A "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Determination of the existence of a conflict of interest does not prohibit the Participating Entity from entering into a contract with the Contractor (MCL 380.634; MCL 15.322 et seq).

4. Termination of Buyer's Purchase Order

Default is defined as the failure of a Contractor to fulfill the contract, including but not limited to, not honoring bid prices, failure to deliver on time, or the unauthorized substitution of items or failure to comply with any or all of the specifications and/or terms and conditions contained in this solicitation or the contract/purchase order of a Participating Entity. Should the Contractor fail to satisfactorily resolve the default, the contract/purchase order may be terminated with thirty (30) days written notice. In that event, the Contractor shall be held liable to the Participating Entity for all costs and expenses incurred by the Participating Entity arising out of said default. Notwithstanding the foregoing, each Participating Entity may terminate their contract/purchase order, with or without cause, or discontinue purchasing from the Contractor at any time.

5. IRAN ECONOMIC SANCTIONS ACT

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013, an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (Oakland Schools). The Act also requires that a person that submits a proposal in response to an Oakland Schools request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by Oakland Schools, and not just to construction projects.

The Act defines an Iran Linked Business as:

- i A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
- ii A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If the Oakland Schools determines, using credible information available to the public, that a person or entity has submitted a false certification, Oakland Schools must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

6. Quality of Goods

Bidder shall only bid new (not used or refurbished) items only. Seller warrants that all supplies, materials and equipment and services covered by a contract/purchase order with an Participating Entity will: (a) conform to the specifications, drawings, written instructions, samples, or descriptions; (b) be of good quality and workmanship; (c) be free of defects in design, materials and workmanship; (d) be merchantable; (e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

7. Taxes

The Participating Entities are exempt from State Sales Taxes and such taxes shall not be included in any solicitation prices. Exemption certificates will be provided upon request.

8. Shipping Costs

Prices for all supplies, materials and equipment **MUST include total freight, insurance and delivery** charges to the ordering destination ("FOB Destination").

9. Delivery

Delivery must be made as instructed on the contract/purchase order with the Participating Entity. All services must be delivered as specified by the Participating Entity.

10. Hazardous Materials

If any hazardous chemicals are supplied under a contract/purchase order arising out of this solicitation, a Material Safety Data Sheet (MSDS) shall accompany the delivery of any hazardous chemicals supplied by the Contractor. All MSDS sheets shall be sent to the attention of the Participating Entity. Ref: State of Michigan Act 154, Section 14, P.A. 1974 as amended. Copies of MSDS for all purchased hazardous materials must be provided prior to delivery of any items by the Contractor. Additionally, the MSDS needs to be attached to the invoice and all products delivered must be labeled according to Section 14 of Act 154, of the public Acts of 1974, as amended. Any appropriate products not labeled will be refused and the Contractor will be responsible for additional freight charges. Payment may be withheld until the Participating Entity receives the MSDS.

11. Acceptance

Inspection and acceptance of supplies, materials and/or equipment will be made after delivery at destinations specified on the contract/purchase order with the Participating Entity, unless otherwise stated. Final inspection shall be acceptance except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the supplies, materials and/or equipment will be made as promptly as practicable, but failure to inspect and accept or reject supplies, materials and/or equipment shall not impose liability on the Participating Entity for such supplies, materials and/or equipment that are not in accordance with the specifications of this solicitation or the contract/purchase order of the Participating Entity.

12. Modifications to Contracts

No modifications to a contract/purchase order with a Participating Entity shall be binding upon such Participating Entity unless agreed to in writing signed by an authorized representative of the Participating Entity.

13. Indemnification

Contractor agrees to indemnify, defend and hold harmless OS, each Participating Entity and each Other Agency, including their Board of Educations or governing body, in their official and individual capacities, employees, agents, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or omission or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (ii) any breach of the terms of the contract between the Participating Entity and the Contractor; or (iii) any breach of any representation or warranty by Contractor under the contract with a Participating Entity or this solicitation.

14. Anti-discrimination

The Contractor hereby agrees to comply with all federal, state and municipal equal opportunity and antidiscrimination guidelines and regulations, and covenants that the Contractor will not discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, marital status or disability. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for a Participating Entity to revoke and otherwise terminate the contract and all obligations of the Participating Entity hereunder.

15. Local Contract Terms and Conditions

For procurements of supplies, materials, equipment and/or services resulting from this solicitation, it is clearly understood and agreed to by the Contractor that any clause, term, or condition not addressed in this solicitation, but required by a Participating Entity, shall be adhered to by said Contractor.

16. Governing Law

Any contract arising out of this solicitation shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret any contract arising out of this solicitation, the sole and exclusive venue shall be the state or federal court of the local jurisdiction where the Participating Entities located.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services:

Special Bid Requirements for Supplies, Materials and Equipment: All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the district's Board of Education. Participating Entities, other than from K-12, choosing to purchase from awarded AEPA contracts are subject to their own respective laws, and/or local policy, procedures, and/or Charters.

C. Additional Member Agency Terms and Conditions for Construction Products and Services:

Special Bid Requirements for Construction, Renovation and Remodeling: All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to comply with all applicable standards and statutes for said construction projects. Participating Entities, other than from K-12, choosing to purchase from awarded AEPA contracts are subject to their own respective laws, and/or local policy, procedures, and/or Charters.

D. Procedure for Processing Orders

1. Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.
2. OS requires the awarded Contractor to take ownership and actively promote the contract in cooperation with OS to all qualified Participating Entities and Other Agencies.

3. Oakland Schools follows the AEPA Standard Ordering Process (see Part A, III. General Terms and Conditions for All Agencies, "Ordering Procedures").
4. Administrative Fee:
 - a. Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices. **Administrative fee payments and sales reports are to be submitted to Oakland Schools on a quarterly basis.**

E. Agencies Allowed to Purchase under the Member Agency:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies and intermediate school districts** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS. In accordance with the terms and conditions set forth in this solicitation, **colleges, universities, counties, cities, townships, villages, and non-profit organizations** may also use select AEPA solicitations. It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

11. Minnesota, Cooperative Purchasing Connection (CPC)

A. *General Terms and Conditions that apply for all categories*

1. Hazardous Substances: All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
2. Lease and Rental Agreements: Vendor may allow CPC participating agencies to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Minnesota Statutes and guidelines. CPC must receive a report annually summarizing the executed lease purchases along with a summary of the agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the vendor and the CPC participating agency. Vendor agrees that leases will be in compliance with the Uniform Commercial Code. A two percent (2.0%) administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under ordering process.
3. CPC Training Seminar: Contracted vendors and their participating sub-contractors are required to participate in an online CPC training session (CPC 101) that is designed to educate the vendor (and sub- contractors) on the purpose and nature of CPC. A contracted vendor will not be marketed to CPC participating agencies until they have completed the CPC 101 training.

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services*

If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most commonly purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

C. *Additional Participating Agency Terms and Conditions for Construction Related Products and Services*

Upon acceptance and approval of the Vendor's offer by AEPA, CPC will independently consider the offer and conduct a conference call with the Vendor to determine if the Vendor is able to meet the necessary requirements for construction related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by [Minnesota Statute §326.12 subd. 3](#). With certain exceptions, [Minnesota Rules part 1800.5200, subpart 1](#), requires a licensed architect or engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor are able to confirm that business is able to be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction related projects, products and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

D. *Procedure for Contract Award, Notification and Processing Orders*

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. Participating agency is defined as any city, county, public or private educational agency, nonprofit or governmental agency that is a participant of CPC as described in Section E. In the event of an award by the Board of Directors, CPC will inform its members of the award and contract by the following methods along with contract instructions and ordering process.

1. The contract opportunity is listed and promoted on the CPC website (www.purchasingconnection.org).
2. Announcing the award in CPC newsletters.
3. CPC will publish the contract and marketing information through a hard copy marketing

flier and electronic email. Contracts are promoted through PDF and a hard copy product catalog distributed at statewide trade shows and agency meetings on a regular basis. CPC will require a marketing flier, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by vendor), but in all cases shall have authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tool shall be dedicated to AEPA information only.

4. When the member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the CPC-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on the total cost of goods, service, and installation, including the 2% administrative fee.
5. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. NDESC and the vendor will mutually resolve any issues with regard to past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by NDESC otherwise. All sales and transactions may continue without delay or in anticipation of the NDESC purchase order verification.
6. Once all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the vendor then files a copy of the final invoice, which is available to NDESC by request in support of the quarterly sales summary. The invoice is to be marked "Copy".
7. Vendor makes all deliveries and installations of products and services. CPC does not warehouse items or provide installation services.
8. CPC's participating agencies purchasing construction related products and/or services may, as required by statute, or at their discretion, require the vendor to post a performance bond.
9. This administrative fee is to be paid by the vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a sales report, in Excel format, listing the following information:
 - Name of service cooperative region
 - Name of purchasing agency
 - Address of purchasing agency
 - Date of sale
 - Standard sale price
 - Sale price with AEPA discount
 - Administrative fee generated by sale
 - Savings generated by sale

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lscs.org and copied to Lori Mittelstadt at lmittelstadt@lscs.org. The administrative fee payment shall be delivered to Melissa Mattson, CPC, 1001 E. Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

10. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to insure contract compliance.

11. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies. Participating agencies is defined under Section E (below).

E. Agencies Allowed to Purchase under the Member Agency

In Minnesota, the Service Cooperatives, organized pursuant to Minnesota Statute 123A.21, are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies, including, but not limited to, cooperative purchasing services. The service cooperatives currently provide purchasing contracts to over 3,000 participating agencies (schools, cities, counties, other governmental organization and nonprofit agencies) in Minnesota and South Dakota through the Cooperative Purchasing Connection. Participation with CPC is required for contract participation.

F. Governing Law

The laws of the State of Minnesota govern all contracts resulting from this IFB. Each and every provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

12. Missouri, Cooperating School Districts of the Greater St. Louis Area, (CSD)

A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow CSD members to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and State Department of Education policies, rules and regulations. CSD must receive a copy of the executed leasing documents prior to processing a purchase order. CSD will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the CSD member, and what that cost will be. No sale of a contract to a third party will be made without first informing CSD and the CSD member of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 2% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, CSD will inform its members of the contract by announcing the award in its periodic newsletter and other CSD member presentations as well as regular electronic and direct mail communications to members.

(2.) CSD may require a marketing flier from each vendor promoting the contract and AEPA relationship. CSD will assist in the development of the marketing flier and material. This flier will be for distribution as well as posted on the CSD online catalog and disseminated to all members. At this point the vendor must contact the members and members may contact the vendor. Note: CSD requires the awarded vendor to take ownership and actively promote the contract in cooperation with CSD to all qualified customers.

(3.) When the member identifies a desired product or service as available through the AEPA contract and agrees on price as presented to the member by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.

(4.) The purchase order must include an additional two percent (2%) administrative fee in the total cost, based on the total cost of goods and service including installation and freight if applicable. This fee is to be forwarded by the vendor to CSD after the sale and payment is made to vendor. Payment shall be made to CSD on a quarterly basis along with complete sales history during that period.

(5.) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then forwards a copy of the invoice to CSD. The invoice is to be marked "Copy". The invoice shall include the additional 2% administrative fee to the total amount invoiced based on the goods and services as defined and provided by the vendor. The administrative fee percentage is based on the total sale of goods and services including installation and freight if applicable. In the event of a lease, the total administrative fee for the value of goods shall be paid to CSD by the vendor at the front end of the lease.

(6.) Vendor makes all deliveries and installations of products and services. CSD does not warehouse items nor provide services.

(7.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.

A. Members Purchasing Under the Agency

We take great pride in the fact that the Business Services Division of CSD is providing a complete line of purchasing services to our 56 member school districts and over 265 additional school districts and educational institutions throughout Missouri and Illinois. For those of you who have not participated in the past with the Business Services Division, it is important to note that we serve students in 321 public, private and parochial schools within our service area. CSD was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with CSD. The Cooperating School Districts of Greater St Louis serves schools and political subdivisions in the following states: Illinois, Wisconsin, Oklahoma, Arkansas, North and South Carolina, South Dakota.

D. Governing Law

Any municipality or political subdivision of this state, as hereinafter defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common services; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision. If such contract or cooperative action shall be entered into between a municipality or political subdivision and an elective or appointive official of another municipality or political subdivision, said contract or cooperative action must be approved by the governing body of the unit of government in which such elective or appointive official resides.

13. Montana, Montana Cooperative Services (MCS)

A. Additional Agency Terms and Conditions

Advertising: MCS will require a marketing flier in electronic form from each vendor promoting the contract or a web page of contact. MCS will assist in the development of the marketing flier and material. This flier will be for distribution and used as a page on the MCS web site. If a web site is used, a link will be established on the MCS web page.

Price and Packaging Information: It is mandatory that all bidders include both the LIST PRICE and BID PRICE on each item for consideration. Failure to include both prices could disqualify the bid. Complete Product Specification Sheets or brochures must be submitted when requested. Failure to provide said specification sheets could disqualify the bid.

D. Procedure for Processing Orders

- (1) Once the award is made to the vendor, MCS will inform its members of the contract by:
 - (a) Including the contract in the agency database that is available on the MCS website.
 - (b) Announcing the award in its periodic newsletter and other MCS member presentations as well as regular electronic and direct mail communications to members.
- (2) When the member identifies a desired product or service as available through the Agency contract and agrees on price as presented to the member by the awarded Agency vendor, the member then issues to the vendor a purchase order for that item or service.
- (3) An additional two percent (2%) administrative fee is to be included in the cost, based on the total cost of goods and services, including installation. This fee is to be forwarded by the vendor to MCS after the sale and payment is made to the vendor.
- (4) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the vendor then forwards a copy of all sales to MCS. These sales are to be reported on a quarterly basis and include purchaser and sales.
- (5) Vendor makes all deliveries and installation of products and services. MCS does not warehouse items nor provide services.
- (6) MCS requires that all participating vendors offer the contract opportunity to all qualified membership. Qualified membership is defined under E.

E. Agencies allowed to Purchase under the Member Agency

MCS is a Montana based, legislatively created, cooperative organization formed under Montana state statute section 20-9-204 Senate Bill # 329 allowing services to all qualified agencies in a cooperative manner. No agency is obligated to use these services and contracts, but they will find the benefits of low price advantageous.

Qualified agencies include all public educational institutions to include universities, community colleges, technical colleges, state and private schools, charter schools, as well as all cities, counties, governmental agencies and all nonprofit organizations.

14. Nebraska, Educational Service Unit Coordinating Council (ESUCC)

A. Additional Agency Terms and Conditions

1) Bid Award Determination: The bidder hereby agrees to these bidding conditions by virtue of submitting this signed document on or before the Bid Opening date as specified below.

2) Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of NEB. REV. STAT. § 75-501, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

3) Performance Bonds (Construction Only): Upon execution of a contract between an ESUCC member and the prime contractor, performance and payment bonds shall be provided the member. If so required, a performance bond in an amount equal up to 100% of the price specified in the contract between the member and a surety company authorized to do business in Nebraska shall be executed by the prime contractor. Performance bonds between the member and the prime contractor shall be on standard forms. If so required, a payment bond in an amount equal up to 100% of the price specified in the contract between the member and a surety company authorized to do business in Nebraska, shall be executed by the prime contractor. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Payment bonds between the member and the prime contractor shall be on the standard form. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law. The prime contractor will be responsible for providing ESUCC with copies of all contracts and bonds in accordance with ESUCC procedures. In the event the ESUCC finds it to be in the best interest of the cooperative or any Educational Service Unit within Nebraska or any member school district served by the cooperative to waive any bond requirement, it may do so by notifying any contractor of that fact in writing. Any purported waiver of any bond requirement in any form other than in written form signed by the Executive Director of ESUCC shall be non-binding and of no effect.

4) Insurance: Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska:

- Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- Workers compensation coverage meeting all statutory requirements.

5) Special Bid Security: ESUCC reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, may be for the best interest of ESUCC. Nothing in the solicitation for bids or acceptance of bids is to be construed as an assertion that zoning or other land use authority is appropriate to the placement of any portable classrooms, the subject of any bids hereto. As to whose duty it is to ascertain whether zoning and land use is appropriate as to any portable classrooms upon which any vendor is the successful bidder, shall be set forth in the bid specifications by the vendor. Any deviation from housing and urban development standards or uniform building code standards that may be a term of the bid by any vendor shall be clearly set forth in the bid. Whether or not any portable or other building as bid includes architectural or engineering services as required by NEB. REV. STAT. § 81-3445 or if the building is exempt under NEB. REV. STAT. § 81-3449 because it is a public work not to exceed \$100,000.00 or whether the building is not exempt, the bid shall include specific statements as to how the aforementioned statutes will be complied with. NEB. REV. STAT. §

73-101 provides for the manner and methods which public letting will occur. Section 73-106 exempts the expenditure of funds for construction, remodeling, or repair of any school owned building or for site improvement, if the contemplated expenditure for the complete project does not exceed \$100,000.00. The granting of a bid to a vendor does not absolve the bidder from also complying with NEB. REV. STAT. § 73-101 and NEB. REV. STAT. § 73-106 of the Nebraska statutes. Any bid accepted by ESUCC shall also be subject to NEB. REV. STAT. § 73-102 which requires a contractor to file a statement that the vendor or bidder is complying with and will continue to comply with fair labor standards in the pursuit of his business and in the execution of the contract on which he is bidding. A form statement to that effect is available from Mr. Craig Peterson at Nebraska ESUCC Cooperative Purchasing.

6) **Debarment and Suspension:** Contractors shall comply with Executive Orders 12549 and 12689 as applicable. Contractors may be debarred for a period of two (2) years, unless earlier modified by the Special Awards Committee of ESUCC for any of the following conduct: (a.) Repeatedly not following the bid process. (b.) Repeatedly submitting non-responsive bids. (c.) Any behavior, which has as its effect injuring the integrity of the bid process. (d.) Failure to deliver goods pursuant to a successful bid. (e.) Repeated lack of acceptable handling and delivery of goods pursuant to a successful bid. (f.) Repeatedly not meeting delivery deadlines. (g.) Repeated failure to timely rectify damages of goods, or shortages of goods when it is the responsibility of the contractor to take such action. (h.) Conviction of a crime of dishonesty. (i.) Debarment or suspension by any agency or Federal Agency by the contractor or any of its key employees. (j.) Other conducts which materially and adversely affects the services of ESUCC Cooperative Purchasing program.

7) Statement Filed: A bidder who is awarded a contract for any goods or services pursuant to this IFB shall file with ESUCC a statement as required by NEB. REV. STAT. § 73-102.

8) Nondiscrimination: The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any awarded bid or agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

9) Employment Eligibility Verification: The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with any awarded bid or agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

10) Federal Funds: In the event that an ESUCC affiliated school or member uses federal funds to purchase any goods or services, the bidder understands and agrees that every purchase order or other contract must include any clauses required by Federal statutes, executive orders, and their implementing regulations.

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal court Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them.

B. Procedure for Processing Orders

ESUCC affiliated schools or members send their purchase orders directly to the vendor, the vendor ships directly to the school/member, and direct bills the schools/members the cost of merchandise plus the ESUCC 2% administrative fee. Vendors must provide a quarterly report to ESUCC Cooperative Purchasing. The report will include: Date of sales, school name, ESU affiliation, selling price, list price and savings. The ESUCC Cooperative Purchasing administrative Fee of 2% will accompany each quarterly report.

C. Members Purchasing Under the Agency

ESUCC represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. ESUCC is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other Municipal Corporation or political subdivision of the State of Nebraska.

D. Procedure for Processing Orders

All purchase orders will be submitted directly from the purchasing entity to the vendor. ESUCC will not facilitate the processing of purchase orders unless the offering is service related. If it is a service related purchase then the purchase order shall be submitted by ESUCC.

E. Agencies Allowed to Purchase under the Member Agency

Purchases through ESUCC contracts are to be primarily for K-12. However other state entities may use the ESUCC contracts. All inquiries to purchase on the behalf of a non-profit group not in state statute or receiving state funding must be approved by ESUCC.

15. New Jersey, Middlesex Regional Educational Services Commission (MRESC)

A. Additional Agency Terms and Conditions

Applicability of Contract Provisions to New Jersey Participants

MRESC is the AEPA Member Agency. Any entity that uses the contract awarded by MRESC under this document is referred to as a "New Jersey Participant." To be a New Jersey Participant the entity must be a member of the MRESC Cooperative Pricing System. The bidder that is awarded the contract by MRESC is referred to as the "Contractor."

Once a contract is awarded by MRESC, a New Jersey Participant may enter into a purchase order agreement directly with the Contractor. To the extent not otherwise described below or in this document, once a purchase order is issued by a New Jersey Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such New Jersey Participant, unless specifically identified as applying to MRESC only.

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by MRESC or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.

2. **Event of default and termination of Contract:**

MRESC shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, MRESC and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. MRESC and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:

Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by MRESC or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.

Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.

Step 3 - Issue the letter to cancel contract or purchase order.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to MRESC and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

The remedy to terminate and withhold payments is in addition to any other remedies MRESC and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract

under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

3. Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of MRESC and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify MRESC and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.

4. Indemnification:

Contractor shall indemnify, defend, keep and save harmless MRESC, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

5. New Jersey Participant Policies:

The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include, but are not limited to, New Jersey Public Contracts Law, school district policies, municipality policies, charters school policies, and county ordinances.

As each board of education, municipality governmental agency, educational institution in the State of New Jersey may have or may be required to have individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the New Jersey Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The New Jersey Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

The following documentation will be required prior to the award of any contract for New Jersey Participants:

1. New Jersey Business Registration Certificate
2. New Jersey Contractors Registration Certificate (All time and material bids.)
3. New Jersey Pay-to-Play Documentation
4. New Jersey Affirmative Language
5. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage.
http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
(Time and material bids.)
6. New Jersey Affirmative Action documentation
7. Disclosure of Investment Activities in Iran

- 8.. Years of experience is not a criteria for the evaluation of bids to be awarded for the State of New Jersey.

For additional information visit www.nj.gov/dca/divisions/dlgs

6. Performance Bonds:

Each New Jersey Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the New Jersey Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the New Jersey Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant, and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant. The Contractor must send such Performance Bond to the New Jersey Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the New Jersey Participant and licensed or authorized to do business in New Jersey. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the New Jersey Participant.

7. Governing Law:

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without regard to its conflicts of laws principles.

8. Financing Arrangements:

Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a New Jersey Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each New Jersey Participant that is interested in such an arrangement. Each New Jersey Participant should seek its own legal advice prior to entering into a financing arrangement. MRESC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. MRESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the New Jersey Participant only.

9. Affirmative Action:

The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award bid.

10. Independent Contractor:

The Contractor shall not be held or deemed in any way to be the agent or employee of MRESC and/or a New Jersey Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

11. Incorporation of Bid Documents:

The bid documents, including all appendices executed by Contractor that have been accepted by MRESC (the "Bid") are specifically incorporated into this Contract.

12. New Jersey Public Records Act:

The Contractor acknowledges that MRESC and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to MRESC and/or such

New Jersey Participants may be made available to the public under the provisions of the this Act.

Marketing and Advertising under this Contract - applicable to Member Agency (MRESC) contract only:

1. Contractor agrees to provide MRESC with a copy or proof sheet of all advertisements, customer communications or promotional material for approval. Contractor will provide MRESC with date of release and name of publication, journal, etc. if applicable.
2. Contractor will include the approved MRESC logo, web address, and contact information in all print, electronic mail and other advertising and promotion intended for release in New Jersey.
3. The MRESC logo and information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.
4. Contractor agrees to make available MRESC supplied brochures or other promotional materials on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at tradeshow, conventions and the like. Contractor will supply scheduled exhibit dates in advance.
5. Contractor agrees to insert the approved MRESC logo, web address, and contact information on the Contractor's website promoting and providing a link to the MRESC website. Contractor will also provide MRESC with text, links and logos to be posted on the MRESC website.

B. Procedures for Processing Orders

1. Once the award is made to the Contractor, MRESC will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the MRESC website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by MRESC. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
3. The total cost of MRESC's program is funded through a 2.2% participation fee paid to MRESC quarterly by the participating Contractors. The administrative fee percentage is based upon the total sale or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.
4. Along with the participation fee, the Contractor will produce and provide to MRESC quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:
 1. Date of order.
 2. The name of the New Jersey Participant.
 3. MRESC Bid Number
 4. MRESC Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
 5. List (or academic) price sales totals.
 6. New Jersey Participant price sales totals.
 7. Member savings totals to be sent to the MRESC in summary and to each individual New Jersey Participant.
5. Quarterly reports and administrative fee payments are to be made payable to MRESC and sent to MRESC, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Patrick M. Moran, or such other address that MRESC will provide from time to time.
6. If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to MRESC for that quarter. The Contractor will also produce and provide to MRESC an annual summary report for all purchases made under each contract awarded by MRESC pursuant to this document for a period beginning with the award of the contract and ending December 31st and all consecutive annual periods, if the contract is extended.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from

sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 596 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations. The MRESC Cooperative Pricing System currently has 684 members located in all 21 Counties of the State of New Jersey.

CONFLICT OF INTEREST

An MRESC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an “arms-length” or independent transaction. This disclosure must be made in writing to the Business Administrator and/or Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

For a transaction to be considered “arms-length” or “independent”, an MRESC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that an MRESC employee made a purchasing decision which appears to be based upon a personal relationship between the MRESC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between an MRESC employee and a vendor, (2) when there exists the potential for a personal benefit to an MRESC employee, or (3) the parties to a business deal are dependent upon one another for “something” other than the purchase itself.

The Contractor shall disclose any relationship with a MRESC employee that would not be considered an “arms-length” or independent transaction, as described above. This disclosure must be made in writing to the Business Administrator and/or the Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

In addition, the Contractor shall, if given a copy of the potential New Jersey Participant’s conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential New Jersey Participant any relationship that would not be considered an “arms-length” or independent transaction with that New Jersey Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential New Jersey Participant.

Determination of the existence of a conflict of interest does not prohibit MRESC and/or a New Jersey Participant from entering into the contract and purchase order, respectively.

16. New Mexico, Cooperative Educational Services (CES)

A. Additional Member Agency's Terms and Conditions - That apply to all categories.

Cooperative Educational Services (CES) is the administering agency of a Joint Powers Agreement as authorized by Section 11-1-1, et. seq. NMSA 1978, which is based in Albuquerque, New Mexico, and is composed of 180 New Mexico public educational institutions (Members) such as k-12 public school districts; charter schools; colleges and universities and their branch campuses; community colleges and vocational schools; Bureau of Indian Education (BIE) schools; that are parties to the Revised and Amended Joint Powers Agreement (JPA) to establish an educational cooperative. CES was organized in 1979 as a direct response to the needs of small and rural Local Education Agencies (LEA's). CES offers numerous programs and services in the following areas: administrative support, special education services, and cooperative purchasing.

B. CES General Terms and Conditions

Arbitration: This contract is subject to arbitration to the extent required by the New Mexico Procurement Code, 13-1-21 to 13-1-199. NMSA 1978

Assignment of CES Payments: If the offeror requests that its payment from CES/CES Members be issued to a third party or that a joint check be issued to the offeror and a third party, this request must be submitted and approved by the agency prior to the Contractor accepting a purchase order. The agency reserves the right to assess a special handling charge of thirty-five dollars (\$35) per check. The special handling charge will be deducted from the amount of the invoice being paid. If the offeror wishes to have all payments under this contract made to a third party, offeror must state this in his response.

Bonds: All performance bonds and payment bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

CES Members: Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978 § 22-1-2, State Institutions as defined in NMSA 1978 § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978 § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978 § 21-14-1 et seq., technical and vocational institutes defined in NMSA 1978 § 21-16-1, area vocational schools defined in NMSA 1978 § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978 § 21-14A-1, charter schools as defined in NMSA 1978 § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code 13-1-135 NMSA 1978 to enter into cooperative purchasing agreements, pursuant to Sec. 11-1-1 et seq. 1978 Comp. and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

CES Participating Entities: Is defined as non-public educational agencies and/or organizations classified as follows, that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.

1. Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.
2. State Agency [13-1-90 NMSA 1978] is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or office of the executive, legislative or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent, but does not include local public bodies.

3. Local Public Body [13-1-67 NMSA 1978] is defined as a political subdivision of the State and the agencies, instruments and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [13-1-28 NMSA 1978].
4. Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

CES Supplemental Packet: Upon acceptance and approval of the Vendor's offer by AEPA, CES will independently consider the offer and issue a Vendor's supplemental packet requesting specific information necessary to enter and execute a contract in the state of New Mexico including information relating to: the Vendor's qualifications; ability to conduct business in the state of New Mexico; and who will be coordinating, promoting, receiving, and processing orders; and providing the prime Contractor's goods and services in New Mexico. Once the prime Contractor provides this information, CES will review, seek clarification (if needed), and conduct a Vendor conference to complete the contract execution process.

CFR - Code of Federal Regulations www.gpoaccess.gov/cfr/index.html

Civil and Criminal Penalties: The New Mexico Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act" (NMSA 1978, Chapter 14, Article 2) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall provide a sheet with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _ _ of the proposal have been submitted in confidence and contain trade secrets and/or

privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, CES and its Members and Participating Entities shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit CES and its Members and Participating Entities the right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Within the required electronic submission, any item marked as confidential will need to be submitted in a separate folder marked "Confidential information".

The CES Executive Director will review the statement, and will determine in writing whether the information

will be withheld. If the Executive Director determines that the information should be disclosed, the Offeror

will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made and the bid or RFP may be rejected.

Disclosure of Confidential Information: Any confidential information provided to the Contractor by CES, its Members or Participating Entities or developed by the Contractor based on information provided by CES, its Members or Participating Entities in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of CES, its Members or Participating Entities. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to CES, its Members or Participating Entities within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to CES, its Members or Participating Entities will result in direct, special and incidental damages.

Eligible Agencies: consist of any CES Member, Participating Entity or External Procurement Unit. CES reserves the right to reject any purchase authorizations it receives under its cooperative purchasing program from New Mexico eligible agencies without cause.

Execution of Contract and Compliance with Bid Instructions: By submitting a bid, the Offeror acknowledges its understanding of the instructions to bidders, the New Mexico additional Terms and Conditions, and its willingness to comply with the requirements of the bid documents as it relates to offering and providing their products and services within the state of New Mexico.

Indemnification: The Contractor shall indemnify and hold harmless CES, its CES Member and Participating Entities (its officers and employees) against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees own negligent act(s) or omissions(s) while the Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This safe and harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4-1, et seq., N.M.S.A. 1978 comp.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any Member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a lawsuit(s) for wrongful death(s) bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including, but not limited to, workman's compensation.

Indemnification Intellectual Property: The Contractor shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Allow the Contractor to manage the defense and settlement of the claim as permitted by law; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

CES, its Members and Participating Entities Rights: If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim

Insurance: On contract award, the Contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any Subcontractor, by anyone directly or indirectly employed by any of the Contractors or by anyone for whose acts the Contractor may be liable during the entire performance period of this contract. The Contractor must furnish a Certificate of Insurance to the CES procurement officer prior to official award. If policy changes occur during the life of the contract, it is the Contractor's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Bidders will submit proof of coverage under the Worker's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes. Waiver of Subrogation in favor of CES is required.
2. Bidders will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, or seven hundred fifty thousand dollars (\$750,000) bodily injury and two hundred fifty thousand dollars (\$250,000) property damage (each occurrence). The Offeror will name CES and the CES Member as co-insured up to the limits of the NM Tort Claims Act. Additional punitive damages liability to \$500,000 will be provided naming CES as co-insured.
3. Commercial Auto Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars (\$1,000,000) per occurrence combined single limit for both personal injury and property damage. The Offeror will name CES and the CES Member as additional insured up to the limits of the NM Tort Claims Act.
4. If required, a bidder will submit a certificate of errors and omissions insurance for damages caused by an error, omission, or any negligent acts caused by the Contractor and its Subcontractors in the performance under this agreement. Combined singled limit per occurrence is one million dollars (\$1,000,000) and the annual aggregate limit of not less than two million dollars (\$2,000,000). This will be a condition of the final acceptance of work or services.
5. In addition, Contractor must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. Prior to commencing any work, all Subcontractors must procure and maintain at its own expense until final acceptance of the work, written insurance coverage, and insurer's acceptance to the prime Contractor. All Subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime Contractor and CES, its Members and Participating Entities.
 - A. The Offeror will name CES and the CES Member or Participating Entity as the additional insured up to the limits of the Tort Claims Act
Limits of the NM Tort Claims Act:
 - 1) New Mexico Tort immunity is not waived, and the State can be liable only within the limitations of the Tort Claims Act. NMSA Sect. 41-4-2. As for contract claims, immunity is waived for claims involving written contracts, but is not waived for actions based on an oral or implied contract per NMSA Sect. 37-1-23.

- 2) NMSA 41-4-2A: The Tort Claims Act applies to all governmental entities and their employees
- 3) There are a number of statutory exceptions to the immunity doctrine. For example, the State can be held liable for claims arising out of the following:
 - a. NMSA 41-4-5 Operation or maintenance of a motor vehicle
 - b. NMSA 41-4-6 Operation or maintenance of public buildings or parks
 - c. NMSA 41-4-7 Operation of airports or
 - d. NMSA 41-4-9 Operation of medical facilities
 - e. Other statutory provisions apply.
- 4) Tort Cap per Claimant in NM NMSA 41-4-19A:
 - a. \$200,000 for damage to real property arising out of single occurrence
 - b. \$300,000 for past and future medical expenses arising out of a single occurrence
 - c. \$400,000 to any person for any number of claims arising out of a single occurrence
 - d. \$750,000 Comparative Negligence: Modified Joint and Several Liability

Lease and Rentals: The offeror can allow CES Members to enter into rent, lease, or purchase agreements, providing such agreements are in compliance with New Mexico statutes, rules, and regulations. CES must receive a copy of the executed leasing documents prior to processing a purchase order. CES will not collect lease payments. All terms of leasing must be included in the proposal with interest rates described as related to a government lease agreement. The offeror must indicate if the shipping costs for the return of leased or rented equipment are the responsibility of the CES Member and what that cost will be. No sale of a contract to a third party will be made without informing CES and the CES Member of the transfer. If the offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Contractor.

As required by New Mexico law, the lease agreement with the CES Member or Participating Entity will need to contain a termination provision for Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted by CES, its Members or Participating Entities (Lessee) governing body or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under any lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the lease without penalty or expense to the Lessee. It is the decision of CES, its Members, or Participating Entities to determine the sufficiency of funds, which determination shall be accepted by the Lessor and is final. The Lessee shall give the Lessor or its Assignee written notice at least thirty (30) days in advance of such occurrence.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, and Sections 13-1-21 through 13-1-199.

Local Representation: Depending on the type and level of products and services offered, the Vendor must demonstrate their sales, support, and service staff are physically located where they can respond to and deliver services in a timely and cost effective manner.

Manufacture Endorsement: The bidder must demonstrate it is an authorized distributor of the products and services offered, has access to manufacturer's technical support and warranty services, and possesses the certifications required to install, configure, and maintain the products offered within the state of New Mexico.

Marketing: Once the award is made to the Contractor, CES will, in conjunction with the Contractor, develop a marketing strategy on how the contract will be presented to its Members and Participating Entities. CES

informs its Members and Participating Entities of the contract by: 1) including the contract in the agency database that is available on the CES website, 2) announcing the award in its periodic newsletter, 3) publishing the contract information in a catalog disseminated to all Members, and 4) attending a number of conferences and promoting its existing contracts. A list of Members' and Participating Entities' names, contact names, addresses, and phone numbers can be viewed or downloaded by going to CES' website (www.ces.org).

Multiple Awards: AEPA approved Vendors must service a required number of the AEPA Member States which does not allow New Mexico or regional Vendors to participate. CES has determined that it is in its Members and Participating Entities best interest, and in order to provide local Vendors the opportunity, CES conducts public solicitations for local and/or regional Vendors in some of the same product and service areas. Therefore, CES may have existing CES contracts in place with local or regional Vendors.

New Mexico Procurement Code: Sections 13-1-21 through 13-1-199 NMSA 1978 may be cited as the "Procurement Code".

Offer Acceptance Period to Execute a Contract with CES: In order to allow CES the opportunity to evaluate the bids approved by AEPA, CES requires that the AEPA approved Vendor submit to CES a complete electronic copy of its response to AEPA's solicitation within fifteen (15) days of CES request. CES will issue its supplemental packet within thirty (30) days after receipt and review of the approved Vendor response. The approved Vendor will have fifteen (15) days to return the CES supplemental packet. After CES receives the requested information in the supplemental packet, CES will issue a contract for the products and services as approved by AEPA.

Offeror's Support for CES Prices: Because the resulting CES awarded contracts are based on publically solicited sealed bids, Members are exempt from having to issue their own individual solicitation. The additional value CES brings to the transactions is its oversight, support services, and assurance that the procurement complies and adheres to the New Mexico Procurement Code. The service and convenience of processing orders through one agency, CES, simplifies the procurement process. If problems occur, the Member has the assistance of CES in reaching a satisfactory solution.

Therefore, for CES to comply with the intent of State of New Mexico cooperative purchasing statute and to provide its Members and Participating Entities the best value, CES requires that Vendors offer prices lower than what they would offer on single school district contracts in New Mexico, other cooperative purchasing contracts available to New Mexico public institutions, and agencies or state purchasing contracts for equal or less volume. Vendors that awarded a CES contract under this solicitation must lead with and/or offer their CES contract. As the agencies' first option, however, it is understood that it has the option to use whatever procurement method they choose.

Ordering Process: CES currently offers two procurement/purchasing options: the traditional and ecommerce methods.

1. Traditional Method: Orders accepted will be processed by:
 - a. The Contractor provides a written quote or proposal to the CES customer. When a final quote or proposal is agreed upon, a copy is provided to CES. When preparing a quote or proposal under a CES awarded contract, the Contractor must clearly identify and separate supplies, materials, equipment, and services into individual line items as they appear on the Contractor's awarded price schedule. Stated prices must include the CES two percent (2%) administrative fee.
 - b. The CES Member or Participating Entity issues a purchase order to CES based on the quote or proposal provided referencing the Contractor's CES contract number.
 - c. When CES receives the Member's or Participating Entity's purchase order, it verifies the quote or proposal with the Contractor's CES contract pricing to ensure compliance. CES issues a purchase order to the Contractor for the contract pricing less two percent (2%) CES administrative fee.

- d. The Contractor provides the items or services and invoices CES for an amount not to exceed the amount of CES' purchase order to the Contractor. Invoices must only be issued to CES.
 - e. CES verifies the Contractor's invoice received and issues a CES invoice to its Member or Participating Entity.
 - f. The Member or Participating Entity pays CES, and CES pays the Contractor for items and services delivered and accepted by the CES Member or Participating Entity and retains its 2% percent administrative fee.
2. Ecommerce (online ordering) Method: This allows the CES Members and Participating Entities to log on to the Contractor's website which contains only those products and services covered under the Contractor's CES awarded contract. The Contractor delivers the product/services, sends an invoice to the Member/Participating Entity, the CES Member or Participating Entity pays the Contractor, and the Contractor rebates to CES the two percent (2%) administrative fee.

Ownership of Materials and Documents: CES, its Members or Participating Entities shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in CES, its Members or Participating Entities all Contractor's rights, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

Patent and Copyright Infringement: Contractor will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder (even if such equipment or software are modified by CES or its Members, subject to the last paragraph of this section) infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES must:

1. Give Contractor prompt written notice of any such claim after becoming aware of such claim.
2. Allow Contractor to control and fully cooperate with Contractor in the defense and all related settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with Contractor as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Contractor. If any CES Member and Participating Entities are involved by any party in any way, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Contractor's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the Contractor, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or software, or to replace or so modify with equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Contractor's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software on written request by Contractor at Contractor's expense.

Contractor agrees to refund CES and/or its Members or Participating Entities a refund for returned equipment as depreciated unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over six (6) years. In the event that Contractor's written request for return is made after full depreciation, the Contractor will pay CES, or its Members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its Members or Participating Entities, fails to return the equipment, the Contractor is not obligated to that Member under this clause.

Contractor will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or

programs not furnished by Contractor. However, one Member's or Participating Entity's action will not preclude Contractor's obligation to others not having modified their equipment or software.

Payment Processing: All payments must be invoiced through CES, unless online ordering is approved by CES. If any payment is delayed beyond 45 days from the due date, the Contractor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the procurement unit. The Contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, with the exception of unsettled claims previously made in writing.

Price List: The AEPA Vendor will submit to CES and/or its Members and Participating Entities (if requested), or make available on its website all applicable pricing for all products and services proposed, approved, and awarded under this solicitation. Price lists submitted must be in accordance and comply with the AEPA's terms, conditions, and the requirements of the CES purchasing process utilized to facilitate eligible procurement agencies' staff to place and process orders. When utilizing any of the pricing methodologies identified and required within this solicitation, such discounts and pricing will include the CES two (2%) percent administrative fee, must be submitted in the format required, and can be audited by CES.

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Quotes and Cost Proposals: All cost quotes and proposals submitted to a CES Member or Participating Entity under this solicitation will be based on or more of the pricing methodology described and stipulated and identified within each category and or lot of this IFB. All pricing submitted must include adjustments for New Mexico Gross Receipts Tax if applicable.

Shipping Terms: Prices that include shipping to any location in the State of New Mexico, delivered to the specific receiving point as identified in the purchase order issued by CES, its Members or Participating Entities to the Contractor. The Contractor will retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges will be the responsibility of the Contractor. The receiving agency will notify CES, the Contractor and/or Freight Company promptly of any damaged goods, and will assist the Freight Company and/or Contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. Subcontracting is allowed in any category of this solicitation, the contractor agrees that any subcontract will comply with the specifications and requirements of the individual project.
2. CES, its' Members and Participating Entities reserves the right to approve or reject any subcontractor listed in the Offeror's project proposal.
3. The Contractor will not enter into any subcontract subject to this solicitation without prior notification and approval from CES or its' Member and Participating Entity. Any such subcontract shall incorporate by reference the terms and conditions of this solicitation and each individual project contract.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGRT). All applicable NMGRT must be listed as a separate item on all invoices.

1. NMGRT does not apply to delivery charges to the CES Member or Participating Entity location.
2. NMGRT does not apply to non-construction supplies, materials, and equipment.
3. NMGRT does apply to services and professional services based on the location of the provider.
4. NMGRT does apply to any construction product or project and will be based upon the physical location of the construction site.

5. Indian Reservation or Tribal Tax: In addition to NMGR, tribal taxes may be applied to goods or services.
6. Contractors will be required to provide New Mexico CRS Identification Number issued by New Mexico Taxation and Revenue Department at time of contract award.

Termination for Convenience: CES can, by written notice stating the effective date, terminate the contract issued for convenience in whole or in part, at any time. CES shall pay Offeror as full compensation for performance until such termination as follows:

1. The unit or pro-rata order price for the delivered and accepted portion; and
2. A reasonable amount, not otherwise recoverable from other sources by Offeror as approved by CES with respect to the undelivered or unaccepted portion of the service, provided compensation shall in no event exceed the total contract price.

Termination for Default: CES reserves the right to terminate in whole or any part of the contract due to the failure of the Contractor to carry out any obligation, term or condition of the contract. CES may issue written notice to the Contractor for acting or failing to act under the following conditions.

1. The Contractor provides material that does not meet the specifications of the contract.
2. The Contractor fails to complete the services set forth in the specifications of the contract.
3. The Contractor fails to complete the work required or to furnish the materials required within the specified time.
4. The Contractor fails to make progress in the performance of the contract and/or gives CES cause to believe that the contractor will not or cannot perform the requirements of the contract.
5. The Contractor fails to observe any or all of the terms and conditions of the contract.
6. The Contractor accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Contractor will have ten (10) days to provide a satisfactory response in writing to CES. Failure on the part of the Contractor to satisfactorily respond can result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any employee of CES with a view toward securing a contract or the respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to CES for demonstration, evaluation, or loan purposes are not considered gratuities.

Termination for Non-Performance or Contractor Deficiency: CES can terminate any contract if CES Members have not used the contract in any 12-month period, or if purchase orders total less than \$10,000 per year. CES reserves the right to cancel the whole or any part of this contract due to failure by Contractor to carry out any obligation, term or condition of the contract. CES may issue a written notice to Contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Failing to adequately perform the services set forth in the scope of work, specifications or contract;
3. Failing to complete required work or furnish required materials within a reasonable amount of time;
4. Failing to make progress in performance of the contract and/or giving CES reason to believe that contractor will not or cannot perform the requirements of the contract;
5. Performing work or providing services under the contract prior to receiving a purchase order from CES for such work;

6. Accepting purchase orders based on this contract from CES Members and/or invoicing CES Members directly.
7. Fails to observe any or all of the terms and conditions of the contract.
8. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, contractor will have ten (10) days to provide a satisfactory response to CES. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data, and reports prepared by Contractor under the contract will become the property of the CES Member on demand.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this IFB may be terminated if insufficient appropriations or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to Members or Participating Entities governing board and/or the New Mexico State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Contractor. The CES Members or Participating Entities decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor and shall be final.

B. Construction Terms and Conditions – For construction products and services.

Additional Contract: For any contract entered into by CES, contractor and CES Member or Participating Entity based on this bid, the terms and conditions of the IFB will prevail. A contract between the CES Member or Participating Entity and the Contractor for construction will be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

New Mexico Public School Facilities Authority (NMPSFA) Terms and Conditions: Any construction project involving funds provided by NMPSFA will require the Contractor to adhere to NMPSFA's additional terms, conditions and requirements.

Bonds:

1. Upon execution of a contract between a CES Member/Participating Entity and the prime Contractor for a construction project with a value twenty-five thousand (\$25,000) or more, will provide performance and payment bonds from a surety company authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.
2. The prime Contractor will execute a performance bond in an amount equal to one hundred percent (100%) of the price specified in the contract between the CES Member or Participating Entity and the prime Contractor by a surety company authorized to do business in the state of New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570. Performance bonds between the CES Member or Participating Entity and the prime Contractor will be on standard AIA or similar forms. This bond will protect all persons supplying labor and material to the prime Contractor for the performance of the work provided in the contract.
3. All suits for nonpayment or nonperformance will be filed as allowed under New Mexico law.
4. Any Subcontractor providing or performing one hundred and twenty-five thousand dollars (\$125,000) or more of work for an individual project, must submit to the prime Contractor a performance and payment bond equal to one hundred percent (100%) of the subcontract cost from a surety company authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Contract Between Owner and Contractor

1. An agreement between CES Member or Participating Entity and a CES Contractor for the purpose of procuring construction and professional services for a particular project may be

- completed for any construction project. It is at the discretion of the CES Member or Participating Entity and the Contractor to determine if an additional industry standard Owner/Contractor contract is to be executed in addition to this contract. The agreement must be signed by all parties prior to the Contractor starting any work.
2. The Contractor warrants and assures the Owner that it has complied with the New Mexico Procurement Code, Public Works Contract and the Subcontractor Fair Practices Act in contracting for procurements from CES Contractors.

Quotes and Cost Proposals: All cost quotes and proposals submitted to a CES Member or Participating Entity will be based on or more of the pricing methodology described within each category or lot of this IFB.

Licenses: The prime Contractor and any Subcontractors shall possess the appropriate New Mexico Construction Industries Division (NMCID) Contractor's license required to provide construction products and services covered by this solicitation. Copies of the prime Contractor's licenses shall be provided in the CES Supplemental Contract Packet. The Contractor and any Subcontractors must maintain and keep current all New Mexico licenses during the term of the contract.

New Mexico State Wage Rate Documentation

1. It is the Contractor's responsibility to be acquainted with the New Mexico Department of Workforce Solutions' rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages rates on public projects. The Contractor, as established by the New Mexico Department of Workforce Solutions, will pay wage rates for every job performed under this contract with a total project cost of more than Sixty Thousand Dollars (\$60,000) not including New Mexico Gross Receipts Tax. The Contractor will pay all mechanics and laborers employed on the site of the project by the Contractor, unconditionally and not less than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.
2. The New Mexico Department of Workforce Solutions requires that certain forms be completed for every project that needs a wage decision issued. CES, CES Member or Participating Entity will submit for the wage decision and, upon receipt of the decision, will provide it to the Prime Contractor. The Contractor is responsible for completing and submitting the required forms to the NM Department of Workforce Solutions and must provide CES with a copy of the following: NOTIFICATION OF AWARD, STATEMENT OF INTENT TO PAY PREVAILING WAGES, and AFFIDAVIT OF WAGES PAID.

Ordering Process: Once the Contractor is notified by a CES Member or Participating Entity that they are interested in having the contractor provide construction related products and services, the Contractor will schedule a site visit to familiarize itself with the site and project scope of work. This is done by conducting and performing its own site investigation, research, analysis and asking pertinent questions in order to obtain a complete and comprehensive knowledge and understanding of the project's terms, conditions, requirements, and the Owner's expectations prior to developing, preparing, and submitting a project cost proposal.

Payment Retention, Progress Payments:

1. In order to comply with New Mexico Statutes Annotated 1978, Article 28 Retainage, 57-28-1 to 57-28-11, CES will not retain any funds on progress payments during any construction projects. The prime contractor agrees to only request payment for goods and services delivered, received and accepted by the CES Member or Participating Entity.
2. Final payment of a contract, for which progress payments have been made, will not be made until the project is totally completed (including punch list items and close out document delivered), and the final application for payment is signed by the CES Member or Participating Entity, received and audited by CES.

3. If the CES Member or Participating Entity and the Prime Contractor agree to retainage or a substitute security, the agreement must be in full compliance with New Mexico Procurement Code and applicable laws. If a substitute security or retainage is agreed upon, written notice must be provided to all parties prior to the issuing of a CES purchase order.

NMPSFA: New Mexico Public School Facilities Authority is the administrative unit created by the State of New Mexico legislature to carry out and act on behalf of the Public School Capital Outlay Council (PSCOC) to administer, coordinate and provide general oversight for “state-funded construction”, which is defined as a building or appurtenance to a building that is built in whole or in part with state capital outlay monies. As part of their oversight function, NMPSFA will receive and review construction project documents and coordinate with other state agencies such as NMCID, Environment Department, Department of Energy, Minerals and Natural Resources, State Fire Marshal’s Office, etc., to ensure compliance with all applicable adequacy standards, rules, regulations, building, plumbing, electrical, fire prevention, and mechanical codes adopted by the state, county, city, town or fire district in which the construction project is located.

NM Workforce Solutions: This is state agency responsible for the overseeing, administering, issuing, implementing and ensuring that all employers, Contractors, and Subcontractors follow and comply with New Mexico and Federal labor laws, rules, regulations, policies, and procedures governing employment and the general workforce.

NM Public Works Contracts: Sections 13-4-1 through 13-4-43 NMSA 1978 may be cited as part of the “Procurement Code”.

New Mexico Workforce Solutions Contractor Registration Requirement: In order to submit a bid or response to a request for proposal valued at more than sixty thousand dollars (\$60,000) or to be considered for an award of any portion of a public works project greater than sixty thousand dollars (\$60,000) and for a public works project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978), the contractor, serving as a Prime Contractor or Subcontractor, shall be registered with the New Mexico Department of Workforce Solutions, Public Works (13-4-14.1 NMSA 1978) before CES can issue a contract.

Quality Control Issues:

1. During the course of the contract, the Member’s/Participating Entity’s contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site, and submit them to an independent laboratory for comparison to specified material.
 - A. Should test results prove that a material is not functionally equal to or better than specified, the prime Contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications, and remove and dispose of the nonconforming materials.
2. Should the Member/Participating Entity and the Contractor encounter a situation and/or condition that they cannot agree on or resolve during the execution of the project and/or during the project close-out process, CES has consultants under contract that either of the parties can engage to review, investigate, evaluate, and issue a written report on their findings and propose recommendations/solutions for addressing the concerns and issues.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/Participating Entity. The contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. Upon completion of the work, the premises will be left in a neat, unobstructed condition with everything in good repair and order.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the contractor from furnishing any materials or performing any work

required to complete the project in accordance with the contract documents, without additional cost to the CES Member/Participating Entity.

Site Preparation: Prior to a purchase order being issued by a CES Member or Participating Entity, the size, location and site conditions that exist at the time the contractor takes possession and/or control must be clearly identified and stated in writing. The contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the CES Member or Participating Entity, unless contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or until the CES Member or Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to clearing the site, securing the site, installing wiring for networks or power and similar pre-installation requirements.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In awarding subcontracts, the Contractor agrees that any subcontract competitively solicited by Contractor will not be awarded solely upon membership, non-membership or affiliation in a union or professional association or other organized group or agency, but on a competitive bid and ability to meet the specifications and comply with the requirements of the individual project.
2. Subcontractor shall be registered with New Mexico Department of Workforce Solutions, Public Works section (13-4-14.1 NMSA 1978).
3. CES, its' Members and Participating Entities reserves the right to approve or reject any subcontractor listed in the Offeror's project proposal.
4. Subcontractors shall provide performance and payment bonds to Prime Contractor if the subcontract is greater than \$125,000 (13-1-148.1 NMSA 1978).
5. The Contractor will not enter into any subcontract without prior notification and approval from CES its' Member or Participating Entity. Any such subcontract shall incorporate by reference the terms and conditions of this solicitation and each individual project contract.
6. No subcontracts will be entered into with any unlicensed party. Contractor must use Subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID and the New Mexico Public Works Act and New Mexico Procurement Code. No subcontracting costs can be hidden in a cost proposal to CES.
7. Subcontractor Payment: Contractor agrees to pay Subcontractors in a timely manner and in accordance with the New Mexico Subcontractors Act. If Contractor receives a progress payment from CES, the Contractor will pay its Subcontractor(s) their correct proportion of the amount paid. CES will provide release of liens from Subcontractors within fifteen (15) days of date of payment. Failure to pay Subcontractors for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously, without delay and will not cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier Subcontractors will not employ anyone whose employment might be objected to by Prime Contractor or Member.

C. Procedure for Processing Orders

Ordering Process: CES currently offers two procurement/purchasing options: the traditional and ecommerce methods.

1. Traditional Method: Orders accepted will be processed by:
 - a. The Contractor provides a written quote or proposal to the customer. When a final quote or proposal is agreed upon, a copy is provided to CES. When preparing a quote or proposal under a CES awarded contract, the Contractor must clearly identify and separate supplies, materials, equipment, and services into individual line items as they appear on the Contractor's awarded price schedule or pricing methodology. Stated prices must include the CES two percent (2%) administrative fee.

- b. The CES Member or Participating Entity issues a purchase order to CES based on the quote or proposal provided referencing the Contractor's specified CES contract number.
 - c. When CES receives the Member's or Participating Entity's purchase order, it verifies the quote or proposal with the Contractor's CES contract to ensure compliance. CES issues a purchase order to the Contractor for two percent (2%) less than the Contractor's quote and the Member's or Participating Entity's purchase order.
 - d. The Contractor provides the items or services and invoices CES for an amount not to exceed the amount of CES' purchase order to the Contractor. Invoices must only be issued to CES.
 - e. CES verifies the Contractor's invoice received and issues a CES invoice to its Member or Participating Entity.
 - f. The Member or Participating Entity pays CES, and CES pays the Contractor for items and services delivered and accepted by the Member or Participating Entity and retains its 2% percent administrative fee.
2. Ecommerce (online ordering) Method: This allows the CES Members and Participating Entities to log on to the Contractor's website which contains only those products and services covered under the Contractor's CES awarded contract. The Contractor delivers the product and services, sends an invoice to the CES Member or Participating Entity, the CES Member or Participating Entity pays the Contractor, and the Contractor rebates the CES administrative fee to CES.

Progress Payments Processing: All progress payments must be invoiced through CES. It is the responsibility of the CES Member or Participating Entity and/or its designee to review and approve any estimates of work completed. If the CES Member or Participating Entity and/or their designee issues a written statement to the Contractor that the estimate of work is not approved and certified, the CES Member or Participating Entity may withhold an amount from the progress payment determined to be reasonably sufficient to cover the deficiency set forth in the written finding. In such cases, the Contractor agrees to hold CES, its' Members and Participating Entities harmless for any deficiency of payment. If any payment is delayed beyond 45 days from the due date, the Contractor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the CES Member or Participating Entity. The Contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, with the exception of unsettled claims previously made in writing.

17. North Dakota, North Dakota Educators Service Cooperative (NDESC)

A. *Additional Agency Terms and Conditions*

1. Hazardous Substances: All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
2. Lease and Rentals: Vendor may allow NDESC members to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with North Dakota Statutes and guidelines as well as the State Department of Education policies, rules and regulations. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the NDESC member. Vendor agrees that leases will be in compliance with the Uniform Commercial Code. A two percent (2%) administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under ordering process.
3. Training Seminar: The contracted Vendor and their participating sub-contractors are required to participate in an online training session that is designed to educate the vendor and subcontractor on the purpose and nature of NDESC. The contracted Vendor will not be marketed to NDESC participating agencies until they have completed the training seminar.

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services*

If requested by CPC, the contracted Vendor will work with CPC to develop an order form, or order forms, containing the most commonly purchased items, that CPC can utilize to market the Vendor to its participating agencies.

C. *Additional Participating Agency Terms and Conditions for Construction Related Products and Services*

Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and conduct a conference call with the Vendor to determine if the Vendor is able to meet the necessary requirements for construction related products and services, according to [Chapter 48-01.2 of the North Dakota Century Code](#), and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor are able to confirm that business is able to be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction related projects, products and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

D. *Procedure for Contract Award, Notification and Processing Orders*

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its qualified members. Member is defined in Section C. In the event of an award by the NDESC Board of Directors, NDESC will inform its members of the award and contract by the following methods along with contract instructions and ordering process.

1. The contract opportunity is listed and promoted on the NDESC website.
2. Announcing the award in NDESC newsletters.
3. NDESC will publish the contract and marketing information through a hard copy marketing flier and electronic email. Contracts are promoted through PDF and hard copy product catalog distributed at statewide trade shows and member meetings on a regular basis. NDESC will require a marketing flier, brochure, or other similar marketing pieces, in an editable, electronic format, from the Vendor promoting the available contract with the Vendor, and/or web page link. NDESC may assist in the development of the marketing flier and material (if requested by Vendor), but in all cases shall have authority to review and

approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tools shall be dedicated to AEPA information only.

4. When the member identifies a desired product or service, the member and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or service including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the NDESC-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on the total cost of goods, service, and installation, including the two-percent (2%) administrative fee.
5. Notification will be made to the Vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. NDESC and the Vendor will mutually resolve any issues with regard to past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by NDESC otherwise. All sales and transactions may continue without delay or in anticipation of the NDESC purchase order verification.
6. Once all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the Vendor then files a copy of the final invoice, which is available to NDESC by request in support of the quarterly sales summary. The invoice is to be marked "Copy".
7. Vendor makes all deliveries and installations of products and services. NDESC does not warehouse items or provide services.
8. NDESC's participating agencies purchasing construction related products and/or services may, as required by statute, or at their discretion, require the Vendor to post a performance bond.
9. This administrative fee is to be paid by the vendor to NDESC quarterly within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:
 - Name of service cooperative region
 - Name of purchasing agency
 - Address of purchasing agency
 - Date of sale
 - Standard sale price
 - Sale price with AEPA discount
 - Administrative fee generated by sale
 - Savings generated by sale

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be e-mailed to Jane Eastes at jeastes@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. The administrative fee payment shall be delivered to Jane Eastes, NDESC, 1001 E. Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to NDESC.

10. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the Vendor at the front end of the lease. NDESC reserves the right to review all purchase orders and lease documents to insure contract compliance.
11. NDESC requires that all participating vendors offer the contract opportunity to all NDESC qualified members. Qualified membership is defined under section E (below).

12. NDESC has designated Lakes Country Service Cooperative (LCSC), 1001 E. Mt. Faith, Fergus Falls, MN as its purchasing agent. All vendors agree to work with LCSC on all purchasing issues related to NDESC.

E. *Members Purchasing Under the Agency*

The NDESC has been established pursuant to the provisions of [Chapter 54-40.3 of the North Dakota Century Code](#), as amended. The purpose of NDESC is to assist in meeting those specific needs of the members which are determined to be better provided by a cooperative effort, including without limitation the joint purchasing of programs, goods, and services which are deemed to be priority needs of the members. NDESC currently has approximately 200 participating agencies. Qualified agencies of NDESC include all North Dakota public schools, private schools and higher education institutions and any other North Dakota political subdivisions eligible to enter into a joint powers agreement with NDESC.

F. *Governing Law*

The laws of the State of North Dakota govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

18. OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC) 2015

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by Ohio Revised Code Section 5719.042.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of Ohio, including but not limited to registration with the Ohio Secretary of State.

4. Findings for Recovery

Contractor warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Contractor has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

5. Ohio Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of Ohio.

6. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any

proposed employee who has been convicted, pled guilty or pled “no contest” to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

8. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

9. Audit

Member Agency may audit and inspect Contractor’s records and accounts at any time during the Contractor’s performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a “Non-Appropriation” shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency’s board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

No contract amendments can be made without the approval of the AEPA membership.

B. Non-Construction Products and Services:

1. Bus Purchases

For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.
2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.
3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the Contractor shall contain the applicable rates and such terms and provisions as may be required by law.
4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. Procedures for Processing Orders:

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.

The Contractor will compile a quarterly report showing all purchases made by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

E. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

19. Oregon, Intermountain Educational Service District (IMESD)

A. *Additional Agency Terms and Conditions*

Intermountain Education Service District ("IMESD") is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. (Reference: [ORS 334.185](#))

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.

HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.

The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products. These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.

HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor-partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailing wage rates/Davis-Bacon.

As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS 279C.840 will be complied with.

(a) If contract is \$50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds \$50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds \$50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder

Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure

If the contract involves asbestos or asbestos abatement, the contractor or subcontractor must be licensed under ORS 468A.720.

4. Bonding

If this contract is a public improvement contract in excess of \$100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work

performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure

Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

- (i) 5% of the project bid, or \$15,000, or
- (ii) \$350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

- (a) the Subcontractor's name, and
- (b) the category of the work that the Subcontractor would be performing, and
- (c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.

THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:

Bid #:

Bid Opening Date:

Name of Bidding Contractor:

Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.

List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF CATEGORY OF DOLLAR VALUE

SUBCONTRACTOR WORK

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least \$15,000 [if the dollar value is less than \$15,000 do not list the Subcontractor above], or

(b) \$350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):

Contact name:

Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements; Miscellaneous Provisions

“Owner” means the public entity executing the Contract of which these provisions are a part.

“Public improvement” means projects for construction, reconstruction or major renovation on real property by or for a public agency. “Public Works” shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services

furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when

payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the

Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6) (a) If the contract is for public works and is over \$50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHDPWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.

By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: I) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedures for Processing Orders

Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional one percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.

Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional one percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the one percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

E. Agency Members Purchasing under the UMESD

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measureable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

20. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

A. Additional Member Agency General Terms and Conditions that apply to all categories

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws and includes members in several east coast states that currently includes Pennsylvania, Maryland, District of Columbia, New Jersey, New York and Delaware. All applicable Local, State and Federal laws and regulations will apply to any purchases of equipment, services or construction in any of these states and to other states that may be added under the KPN membership throughout the term of these contracts.

Marketing and Advertising under this Agreement: Vendor will actively promote the resulting contract in Pennsylvania, Maryland, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirement listed below.

1. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print electronic mail and other advertising and promotion intended for release to PA, MD, DE and NY excluding national marketing releases.
2. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
3. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
4. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at tradeshow, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.
- e. Vendor agrees to insert the approved KPN logo, web address, contract number and toll free number on the vendor's web site promoting or a specific KPN landing page and providing a link to the KPN website.
- f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.
- g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN members.
- h. Requested materials will be submitted to KPN within 30 days.

Pricing and Ordering: Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of 2% or as adjusted by the KPN. In the case of electronic ordering, the KPN would have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the purchasing agency.

B. Additional Member Agency General Terms and Conditions for Construction Products and Services

The following items refer to all projects involving construction or construction related services:

Vendor and/or Contractor agrees that, in performance of the services required under this Agreement, Vendor and/or Contractor shall abide by all Federal, State, Local, and Pennsylvania Department of Education laws, and regulations that may apply to renovation under this bid, including, but not limited to, those listed below. Vendor and/or Contractor shall also abide by the state and local laws and regulations of other states where a member is located. It is the responsibility of the Vendor or Contractor to determine applicability and requirements of any such laws and to abide by them. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder and in the Invitation for Bid.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: the Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)

DISCRIMINATION PROHIBITED: According to 62 Pa.C.S.A. 3701, the Contractor agrees that:

(1.) In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(2.) No Contractor or Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

(3.) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (43 P.S. Section 951, ET. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 49.101.

COMPETENT WORKMEN: Projects where the total estimated cost is \$25,000 or less, Section 7-752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

PENNSYLVANIA PREVAILING WAGE RATES: Projects where the total estimated cost is greater than \$25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

(1.) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.

(2.) The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(3.) These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all Subcontractors.

(4.) The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

(5.) No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

(6.) All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in

this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

(7.) The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

- a. Name of project.
- b. Name of public body of which it is constructed.
- c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
- d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
- e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

(8.) The Contractor and all Subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

(9.) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

(10.) Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

(11.) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting there from.

(12.) Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

(13.) The provision of the Act and the Regulations are incorporated by reference in the Contract.

(14.) The current prevailing wage threshold for Pennsylvania is \$25,000. However the threshold may be increased during the term on the contract by legislated action. Vendor will then be required to adjust labor rate for job under the new threshold.

(15.) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification

Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that Bidder the Bidder will be required to replace any alternatives, which do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

PROHIBITION ON CASH ALLOWANCES: Cash allowances are prohibited.

TIME(S) OF COMPLETION OF THE PROJECT: Contractor/Vendor shall complete all work within 180 days after entry into a contract with the individual Member. Member and Contractor/Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.

Owner's Compliance in Retaining Payments: Unless a member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime Contractor. Prime Contractor agrees to identify the amount of the invoices sent to the member school districts, then send copies of the invoices to the KPN. When fifty percent (50%) of the work is completed, as determined by the school district, one-half (1/2) of the amount retained shall be paid to the prime Contractor, if the prime Contractor requests payment, provided that the prime Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the member and the prime Contractor agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If the substitute security is agreed to, the prime Contractor must provide KPN and the member with assigned and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime Contractor, in relationship to the security assigned. The prime Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the prime Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the prime Contractor. It is the responsibility of the prime Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime Contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

A contract containing a provision for retainage as provided in section 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within 30 days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within 45 days except as provided in section 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.

WORKERS' COMPENSATION ACT: The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of \$250,000 for each employee, \$2,000,000 policy limit and \$250,000 for each accident.

ACT 34 CRIMINAL BACKGROUND CHECKS: Independent Contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report.

Contractors shall be required to do the following:

(1.) Present the original document/s Report of Criminal History Records information from the Pennsylvania State Police, report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee prior to the beginning of work for the school entity. The school entity shall retain a copy of the background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in the school entity records with the original being returned to the Contractor.

(2.) If any new employees are added to the workforce during the course of the work, such employee(s) must follow the same procedure described above prior to any work for the school entity.

(3.) All costs for the Criminal History Information check(s) shall be borne by the perspective Contractor. (4.) The school entity shall notify the Contractor in writing if the decision not to employ the Contractor or the Contractor's employees is based in whole or in part on criminal history records information.

(5.) The school entity shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Report Information obtained pursuant to the Act.

Upon written notice from the school entity, Contractors shall have all such persons removed from the project. School entity's right to declare such persons unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

CHILD PROTECTIVE SERVICES BACKGROUND CHECKS: Prior to commencing work under the contract, the Contractor shall submit for any employee or independent Contractor who would be working on a school entity's site pursuant to work contemplated in the contract, an official clearance statement obtain from the Pennsylvania Department of Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292) subchapter C2 of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent

Contractor on the job site prior to providing the school entity with the above-referred clearance statement for prospective employees or independent Contractors.

ANTIBID-RIGGING ACT (NON-COLLUSION): In accordance with the Commonwealth of Pennsylvania's Antibid-Rigging Act, 62 Pa. C.S.A. § 4501 et seq., the Contractor shall execute and submit with the bid a Non-Collusion Affidavit required by the Agency. Each party to the joint venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

PREVENTION OF ENVIRONMENTAL POLLUTION: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. A Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed) is available from Jeffrey L. Kimball, Cooperative Purchasing Services Director at the Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847. His telephone number is 570-523-1155 x2130, and his e-mail address is jkimball@csiu.org. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.

ARCHITECTURAL SERVICES: For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

MULTIPLE PRIME CONTRACTORS: For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

C. Procedure for Processing Orders

Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members, institution names, contact names, addresses and phone number will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others administrative fees as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced do to the size of the project the vendor will show the adjustment on the quote as a The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will also produce an annual report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. The vendor will make all administrative fee payments to KPN by the 15th of the succeeding month of each 3-month period (quarterly) after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Jeff Kimball. All reporting of purchases will be broken down by entity by state and will show purchaser, total dollar and date of purchase. These reporting requirements may change during the contract period.

D. Agencies Allowed to Purchase under the Member Agency

The Keystone Purchasing Network(KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New Jersey, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer the KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from there home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. The KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

21. Texas, TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center

A. *Additional Agency Terms and Conditions*

- (1) **TexBuy funding:** The total cost of the TexBuy program is funded through a two percent (2%) participation fee paid to TexBuy by the participating Contractors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Contractor sales. TexBuy does not charge any fees to participating government agencies.
- (2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.
- (3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Contractors in the purchase of goods and services. Contractors shall indicate on the proposal form whether or not they are an MWBE.
- (4) **Bid awards** shall not consider whether a vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.
- (5) **Felony Conviction Notice** (TexBuy Contractors will be required to sign a standard affidavit required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.
- (6) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101).

B. *Additional Agency Terms and Conditions for Non-Construction Products and Services*

- (1) **State of Texas Franchise Tax:** By signature hereon, the bidder certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
- (2) **Agricultural products**, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

C. *Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:*

- (1) **Certification of Residency (TexBuy Contractors will be required to sign a standard affidavit required by the State of Texas):** The State of Texas has a law concerning non-resident Contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter

A. This law makes it necessary for TexBuy to determine the residency of its Contractors. In part, this law reads as follows:

(a.) **Section: 2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a Contractor whose ultimate parent company or majority owner has its principal place of business in this state."

(b.) **Section: 2252.002**

"A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(2) **Security**

(a.) **Bid Security**, when required by Texas Law, shall be furnished with the bid. The Bid Security shall consist of a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total bid (or as otherwise stated in the RFB) that shall be a guarantee to furnish Performance and Payment Bonds. Bid Security shall be to TexBuy.

(b.) **The Successful Bidder's Security** will be retained until the Contract is signed and the required Performance and Payment Bonds have been furnished. If any bidder refuses to enter into a contract within 30 days or fails to furnish the required bonds, TexBuy will retain the Bid Security as liquidated damages, but not as a penalty.

(c.) **Performance Bonds** when required by Texas Law, shall be furnished by the successful bidder in an amount equal to one hundred percent (100%) of the total amount of the contract sum, underwritten by such Surety Company as the Participating Agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the Participating Agency.

(d.) **Payment Bonds** when required by Texas Law shall be furnished by the successful bidder, in the amount of the contract, solely for the protection of all claimants supplying labor and material as hereinafter defined, in the prosecution of the work provided in said contract, for the use of each claimant.

(e.) **Prevailing Wage** must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded bid.

(f.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code 153.1101).

(3) **Insurance:** The Contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the coverage required, and shall be supplied within ten (10) calendar days after receipt of the written "Notice of Award". In no instance shall the Contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency's designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

(a.) **Contractor's Liability Insurance:** Produce and maintain in force the following kinds of insurance of companies acceptable to the Owner. Minimum Limits of Liability are stated.

Contractor's Liability Insurance:

Employer's Insurance Workers' Compensation—Statutory Employer's Liability:
Bodily Injury by Accident Each Occurrence—\$100,000.00

Bodily Injury by Disease Each Employee—\$100,000.00
Policy Limit—\$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:

Single Limit—\$500,000.00

Unimpaired Aggregate—\$500,000.00

Comprehensive Automobile Liability - Including non-ownership, hired and owned vehicle coverage:

Bodily Damage Each Person—\$250,000.00

Each Occurrence—\$500,000.00

Property Damage Each Occurrence—\$250,000.00

- (b.) Owner's Insurance: Carry and pay for Owner's Protective Liability Insurance in the same amounts as specified above for the Contractor's General Liability. Name the Architect, Engineers, and Consultants as additional insured if applicable.
- (c.) Comprehensive Catastrophic Liability: excess over the above liability policies in the amount of \$2,000,000.00 each occurrence. (Combined Limit)

D. Procedure for Processing Orders

- (1) Purchase orders are issued by participating agencies to the Contractor. The purchase orders are sent to TexBuy where they are reviewed and edited by TexBuy and forwarded to the Contractor within one working day.
- (2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.
- (3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.
- (4) TexBuy will invoice the Contractor on a monthly basis for the 2% participation fee. The invoice will be based on total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment to TexBuy at net thirty-day (30) terms.

E. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

22. Virginia, Fairfax County Public Schools

A. Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

STATE: Commonwealth of Virginia.

2. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
3. **CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
4. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
5. **NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
6. **INSPECTION-ACCEPTANCE**-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
7. **DELIVERY/SERVICE FAILURES**-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make

replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

8. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
9. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
10. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
11. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
12. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
13. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
14. **TERMINATION OF CONTRACT FOR CAUSE**-
 - a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

- 15. CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.
- No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
- 16. GENERAL GUARANTY**-Contractor agrees to:
- Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
 - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
 - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
- 17. SERVICE CONTRACT GUARANTY**-Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
 - Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
 - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
- 18. INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
- 19. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Subcontractor or vendor.
 - e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
- 20. DRUG FREE WORKPLACE-**During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 21. OFFICIALS NOT TO BENEFIT-**
- a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
 - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
- 22. LICENSE REQUIREMENT-**All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit:

http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

- 23. REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.
- 24. COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 25. OFFICE OF SMALL BUSINESS-**
- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
 - c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
 - d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.
 - e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
 - f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

- 26. TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.
- 27. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

- 28. PARTIAL PAYMENTS-**Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- 29. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-**When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

REMEDIES

30. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

31. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

32. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

33. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

23. Washington, King County Directors' Association (KCDA)

(General Contracts and Construction/Public Works Projects)

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated KCDA shall do the following:

Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide

a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.

Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.

Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:

KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes Against Children:

The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.444 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:

All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts.

The laws of the State of Washington govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:

If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:

The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:

The Contractor shall not be held or deemed in any way to be the agent or employee of KCDA and /or a KCDA member. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

Minority and Women Owned Businesses:

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:

Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will:

- (a) conform to the specifications, drawings, written instructions, samples, or descriptions;
- (b) be of good quality and workmanship;
- (c) be free of defects in design, materials and workmanship;
- (d) be merchantable;
- (e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:

The KCDA Members and Associate Members are to be taxed.

Term of Contract:

The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:

RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Procedure for Processing Orders

Order Procedure

- After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be 2%. Do not print the service fee as a separate line item on the quotation.
- The Contractor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Purchasing Manager, Judy Isaac jisaac@kcda.org and Director of Finance, Robert Payne rpayne@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director's Association (KCDA) is a member owned purchasing cooperative representing 294 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

- **Bid Bond**
The bid must be accompanied by a bid bond using the KCDA form included in these contract provisions, issued by a surety licensed to do business in the State of Washington and made out to King Count Directors Association in an amount not less than 5% of the amount of the bid as identified in Part B, Section 4 of the solicitation. A Power of Attorney must accompany the bid bond and must appoint the surety's true and lawful attorney-in-fact to make, execute, seal and deliver the bid guarantee bond. Failure to submit the required bid security with the Bid shall render the bid non-responsive and the bid shall be rejected.
- **Public Works:**
State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State

regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> or by contacting Labor and Industries at 360-902-5335. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension. A copy of the applicable prevailing wage rates are also available for viewing at the office of KCDA. Upon request KCDA will mail a hard copy of the applicable prevailing wages.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public works project exceeding \$1,000,000.00 must declare who their HVAC, Plumbing and Electrical subcontractors will be and submit this information with bid documents in order for the bid to be responsive (RCW 39.30.060). Such projects also have special considerations pertaining to prefabricated materials (RCW 39.04.370) and use of apprentices (39.04.320).

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

- **Prevailing Wage:**
Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all Contractors/Vendors have submitted an approved intent form. KCDA cannot release retainage until all Contractors/Vendors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042). Costs for filing shall be the responsibility of the Contractor. Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for as dictated by law. The final 5% will be paid when the following is completed: acceptance of project completion to the satisfaction of the KCDA ordering member, followed by

receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue.

Federally Funded Projects: In addition to the Federal Requirements of Section III General Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at <http://www.wdol.gov/>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

- **Responsible Bidder**

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

1. At the time of submittal of bid to AEPA, the contractor must hold a current Washington State Contractors. License in the name of the company signing the bid. Failure to have the license prior to submitting the bid is a violation of chapter 18.27 RCW and is a gross misdemeanor.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

- **Bonds- Payment & Performance:**

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of thirty-five thousand (\$35,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

- **Licenses:** The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.010.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

The contractor shall verify that appropriate licenses are in place at the time of response to this bid. Copies of licenses must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

- **Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder unless otherwise acknowledged by the KCDA member.

- **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to KCDA and the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. KCDA and the KCDA member must both approve the certificate of insurance and endorsements.

- **Acceptable Pricing Method:**
KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Contractor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

- **Progress Payments:**
The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:
 - a. Contract Number
 - b. Bid item ID, bid quantity, unit, unit price and description as appropriate
 - c. Sales Tax as applicable
 The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

- **Payment Retainage:**
In accordance with RCW 60.28 a contract retainage of not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract shall be withheld and reserved as a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete or upon receipt of all necessary releases, whichever is later.



BID BOND

KNOW ALL BY THESE PRESENTS, That we _____
of _____

as principal, and _____

a corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington, as surety, are held and firmly bond unto King County Directors Association in the full and penal sum of _____ for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The conditions of this bond are such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following, to wit:

Said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by King County Directors Association within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these present to be signed and sealed this _____ day of _____.

By: _____

Principal

By: _____

Surety

Title: _____

Title: _____

Date: _____

Date: _____

24. West Virginia, West Virginia Regional Education Service Agencies Cooperative Purchasing

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to the West Virginia Regional Education Service Agencies (WVRESA), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled “no contest” to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

7. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

8. Audit

Member Agency may audit and inspect Contractor’s records and accounts at any time during the Contractor’s performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

9. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a “Non-Appropriation” shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.

11. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency’s board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

12. Price Quotation

Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms

and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency.

No contract amendments can be made without the approval of the AEPA membership.

B. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code §38-2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3 .

D. Procedures for Processing Orders:

The WVRESA will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of WVRESA Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the WVRESA Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the WVRESA on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the RESA 2, 2001 McCoy Road, Huntington, WV 25701

The Contractor will compile a quarterly report showing all purchases made by the WVRESA Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

E. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the WVRESA and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non-profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

Revised: June 6, 2016

25. Wisconsin, Cooperative Educational Service Agency (CESA) #2

A. Additional Terms and Conditions

(note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. Additional Participating Agency Terms and Conditions for Non-Construction Products and Services

Some larger districts, like Milwaukee Public Schools, may require an additional one page “piggyback” memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statutes Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

26. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES)

B. Additional Terms and Conditions

Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions:

Public Works and Contracts: Vendor shall comply with any and all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii) (copies available upon request).

F. Procedure for Processing Orders

Upon bid award to the Contractor/vendor, NEW BOCES will inform its members and other qualifying purchasers of the contract by: 1) including the contract on the NEW BOCES website, 2) announcing the award in its periodic newsletter, and 3) publishing the contract information in a catalog disseminated to all members and other qualifying purchasers. A list of members and other qualifying purchasers, contact persons, addresses, and phone numbers will be made available to the Contractor. When a member or other qualifying purchaser identifies a product or service for procurement, they issue a purchase order for that product or service. The vendor's price shall include a one percent (1%) administrative fee that the vendor will collect from the member or other qualifying purchaser. This amount will be remitted to NEW BOCES on a quarterly basis. The vendor will compile an annual report showing all purchases made by NEW BOCES members and other qualifying purchasers under this contract at the conclusion of each calendar year.

Administrative fees will be payable to NEW BOCES on the 15th of the month succeeding each quarter and all checks are payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716, Att: Business Manager.

C. Members Purchasing Under NEW BOCES

NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. Each of the K-12 school districts in the state is eligible to participate in NEW BOCES cooperative purchasing programs. No district is obligated to use these services but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous. Additional qualifying purchasers may include other public or non-profit educational institutions in the state.



Staff Report 038-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/6/2020

SUBJECT Bid Award for Water Station 9 Chemical Building

Key Points

- Water Station 9 is essential to the City's water system in providing safe clean drinking water.
- This project replaces existing water treatment systems and constructs a new building to combine the station's water treatment systems into one building.
- Five (5) bids were received and Rotschy Inc. has been determined to be the lowest responsive and responsible bidder.
- Award of bid allows the City to move forward with the chemical building construction.
- Rotschy Inc. is anticipating exceeding the City's apprenticeship utilization goal of 4%, which is consistent with the City's current policy.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Water Station 9 is a 14.3-acre site located on the north side of NE 39th St. spanning from NE 145th to 147th Avenues. The Water Station 9 site has been used for water production since the 1970s as the City assumed the Foothills Service Co. water system. The water production facility provides roughly 25% of the City's drinking water with a well pumping capacity of nearly 15 million gallons per day. Water Station 9 currently operates every day around the clock to produce safe clean drinking water for the City's water service area, which spans beyond the City of Vancouver city limits.

The Water Station 9 purpose has been and will continue to be the production of potable water, although portions of the site are open to community recreation. The site is an integral asset of the City's water supply system. In order to maintain this essential resource, the Water Station 9

improvements replace aging facilities to ensure reliability as well as safe operation by removing the potential chlorine gas handling risks.

The Water Station 9 Chemical Building will replace existing fluoridation and disinfection facilities that are located in two, separate pumphouses. The new facilities will provide updated fluoridation and disinfection systems in one location. In addition to a modern installation, the current disinfection medium, chlorine gas, will be replaced with a low-strength sodium hypochlorite solution (0.8%). The sodium hypochlorite solution will be generated and stored within the new building utilizing salt, water and electricity. In August of 2015, City Council approved a contract to purchase the Sodium Hypochlorite Generation Units with Process Solutions, Inc. (see Item 4. of the August 24, 2015 Council Meeting Minutes). This will be the third equipment installation under that contract.

The existing fluoridation methods will be followed with a few additional controls incorporated into the sodium fluoride batch solution process.

On June 13, 2016, the City entered into a professional service agreement with Stantec Engineers, formerly MWH Americas, to plan and design water production and treatment systems. Project plans and specifications were completed in December 2019 with the City advertising the project for bids on January 28, 2020. If the contract is awarded, construction is anticipated to start in May 2020 and last up to 180 working days.

On March 10, 2020, the City received five (5) total bids of which three (3) were responsive for the subject project. The responsive bids ranged between \$1,803,329.15 and \$1,938,189.83. The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
Rotschy Inc., Vancouver, WA	\$1,803,239.15
McClure and Sons, Mill Creek, WA	\$1,852,279.58
Clackamas Construction, Boring, OR	\$1,938,189.83
Lee Contractors, Battle Ground, WA	Non-responsive
JH Kelly, Longview, WA	Non-responsive
<i>Engineers' Estimate with tax</i>	<i>\$1,626,000.00</i>

Rotschy Inc. has completed projects of similar size and scope in the past and have met the requested supplemental responsible bidder criteria.

Contractor acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 4% goal.

Advantage(s)

Awards a contract for necessary and routine construction on essential infrastructure:

1. Provides new chemical treatment system replacing aging facilities.
2. Increases reliability and decreases maintenance by combining separately located treatment

systems in one building.

3. Decreases community and worker safety risks by replacing the chlorine gas with a low-strength disinfectant (0.8% sodium hypochlorite).

Disadvantage(s)

None

Budget Impact

The funds for this project are budgeted in the Water Fund, 2019-2020 Capital Budget.

Prior Council Review

- Project approved in the 2019 - 2020 Water Capital Improvement Budget.
- Consultant contract approval by Council for design services on June 13, 2016.
- City Council approved an equipment purchase contract for the sodium hypochlorite generation units on August 24, 2015

Action Requested

Award a construction contract for the Water Station 9 Chemical Building project to the lowest responsive and responsible bidder, Rotschy Inc. of Vancouver, WA at their bid price of \$1,803,329.15, which includes Washington State sales tax; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Tyler Clary, Water Engineering Program Manager, 487-7169

ATTACHMENTS:

- ▢ Contract

CITY OF VANCOUVER

CONTRACT # _____

ITB #20-02: WATER STATION 9 CHEMICAL BUILDING

THIS CONTRACT effective this ____ day of _____, 2020 is entered into by and between Rotschy Inc, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

This Contract provides for a new Chemical Building complete with functioning equipment to disinfect and fluoridate an up to 16 MGD municipal drinking water production facility. The equipment includes items necessary to provide & inject a low-strength, 0.8%, sodium hypochlorite solution and a 4% saturated, sodium fluoride solution. Ancillary site work will be necessary to provide the building with security fencing, power, water, a chemical injection vault, a grinder pump station for wastewater removal and an access road extension. A partial components list of items to be installed includes an exterior brine storage tank, an interior sodium hypochlorite storage tank, metering pumps for both solutions, fluoridation handling equipment and two on-site sodium hypochlorite generation (SHG) systems. All work shall be in accordance with these Contract Plans, the Supplemental Conditions and the Engineer's Joint Contract Documents Committee (EJCDC) Standard General Conditions.

Receive and install the owner-furnished equipment as shown on the plans: Microclor Sodium Hypochlorite Generation Systems (2), Hydrogen Exhaust Blowers (4), Hydrogen Detector (1) and a Instrumentation and Control Panel (36 inch x 48 inch x 12 inch).

The Contract work shall be fully complete within 180 working days from the Notice to Proceed date.

The Contractor agrees to perform the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in this Contract and in accordance with the Contract Documents specified in Section 18. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **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 (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

\$1,803,329.15

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Article 6 of the Standard General Conditions and as modified by the Supplemental Conditions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **March 3, 2020**.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below and as defined in Article 15 of the Standard General Conditions and as modified in the Supplementary Conditions..

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by in the Standard General Conditions, Article 15 and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. **Indemnity:** 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 judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. 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. This indemnity and hold harmless shall NOT apply in the case where 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 Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced 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 Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings or products the City may, in its discretion, notify the Contractor of such request and withholds 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 under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action or litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

14. **Assignment:** This Contract 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.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **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 Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are 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.

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner 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 Contract for convenience.
18. **Liquidated Damages:** Time is of the essence of the Contract. Delays inconvenience the public and interfere with the operations of Public Works. Delays also cost tax payers undue sums of money adding time needed for administration, engineering, inspection, and supervision.

Because the Owner finds it impractical to calculate the actual cost of delays, the Owner has adopted the following formula to calculate liquidated damages for failure to complete the physical Work of a Contract on time.

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each calendar day beyond the established completion date for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD = \$1,500 \times T$$

Where:

LD = Liquidated Damages

T = Number of calendar days beyond the established completion date until physical completion.

Physical Completion Date is the day all Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date

When the Contract Work has progressed to the extent that the Owner has full use and benefit of the facilities, both from an operation and safety standpoint, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction of repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established for Substantial Completion, the formula for liquidated damages shown above will not apply and liquidated damages will be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

The Contractor is solely responsible to ensure all employed agents, subagents, and subcontractors working to complete the Work perform in a timely manner as necessary to meet the established completion date while working within the project constraints outlined in the Specifications.

Liquidated damages will not be assessed for any days for which and extension of time is granted. No deduction or payment of liquidated damages will in any degree release the Contractor from further obligations and liabilities to complete the entire Contract

19. **Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
 1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,
 4. The Solicitation,

5. Contractor's Bid,
6. Technical Specifications,
7. Contract Plan Set,
8. City of Vancouver Supplemental Conditions,
9. City of Vancouver Standard Plans,
10. Engineer's Joint Contract Documents Committee (EJCDC) Standard General Conditions.

20. Notices: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

Owner:

Procurement Services Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Rotschy Inc
9210 NE 62nd Ave
Vancouver, WA 98665

Original signed at Vancouver, Washington, on the dates listed below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Rotschy Inc

Eric Holmes, City Manager

Signature:

Date

By: Printed Name / Title

Attest:

Date:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan J. Young, City Attorney



Staff Report 039-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/6/2020

SUBJECT Professional service agreement for the Water Station 5 (Devine Road) Reservoir and Pump Station project (RFQ 32-19).

Key Points

- The Water Station 5 site contains the City's largest ground level water reservoir, a water tower, and a pump station.
- Water storage facilities are critical infrastructure needed for supplying water for normal daily operations as well as in the aftermath of an earthquake.
- The aging and seismically vulnerable ground level reservoir and pump station are in need of replacement.
- A professional service agreement with the engineering firm Jacobs is proposed to develop the final bid-ready construction documents to replace the reservoir and pump station with new seismically resilient structures.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Vancouver water facilities are spread out over a 72-square-mile water service area spanning beyond the city limits and serve nearly 260,000 residents. The City owns and operates over a thousand miles of water pipe and eleven water stations that include four ground level reservoirs and five water towers capable of storing approximately 23 million gallons of water. Water Station 5 is located east of I-5 along the north side of East Mill Plain Boulevard and just west of Devine Road, in the Heights Redevelopment District, next to Fire Station 3. Water Station 5 is unique from other water stations in that it includes no water production wells and its main purpose is the storage of 8.75 million gallons of water. Water Station 5 supplies clean drinking water to customers in two elevation ranges that cover over half of the City's water service area.

The major facilities on the Water Station 5 site are a rectangular shaped concrete ground level water storage reservoir, an elevated steel water tower, and a booster pump station. The ground level reservoir holds 8 million gallons of water, making it the largest reservoir owned and operated by the City. The booster pump station lifts water from the ground level reservoir to an adjacent 129-foot tall 750,000 gallon steel water tower to serve higher elevation customers.

Water storage facilities are deemed critical infrastructure needed to supply water for fire-fighting, consumption, and sanitation as part of normal daily operations as well as in the aftermath of an earthquake. The 8 million gallon reservoir was constructed in 1944. The steel water tower and pump station were constructed in 1955 and 1956 respectively. The aging water facilities were evaluated for seismic resiliency with a study completed in 2015, which found the facilities in need of structural improvements. A cost analysis prepared with the study found the steel water tower could be economically retrofitted with structural improvements for seismic resiliency. The steel water tower was seismically upgraded in 2017. The analysis showed the cost of structural retrofits to the existing ground level reservoir would be significant enough to warrant full replacement. The project to replace the reservoir and pump station has been identified in the City of Vancouver's approved 2015 Comprehensive Water System Plan and further listed in the water utility's Capital Improvement Program.

A conceptual site plan and preliminary design report developed in 2019 shows the site can accommodate two new 4 million gallon circular concrete reservoirs in place of the existing 8 million gallon rectangular reservoir. The two circular concrete reservoirs will be pre-stressed, wire wrapped concrete tanks selected for their seismic resiliency and cost effectiveness. The two proposed 4 million gallon reservoirs will provide system redundancy with the ability to isolate one reservoir at a time for maintenance and not disrupt service to customers. With the finalization of the conceptual site plan, the project is ready to move forward with final design, planning, and permitting.

The City invited professional engineering firms with experience in water reservoir and pump station design to submit statements of qualifications for providing professional services on December 11, 2019. The engineering firm Jacobs submitted a proposal which was evaluated and selected based on their extensive experience with water system reservoir design.

The Professional Service Agreement will provide for Jacobs to design and develop the final plans and specifications for the City to fully replace the reservoir and pump station. In addition, the project design will include backup power to the booster pump station, improve site security, and install frontage improvements along the Mill Plain corridor in coordination with the Heights Redevelopment District. The scope of work also includes assistance from Jacobs during the construction phase to provide technical support while City construction staff manages the project. Negotiations have refined the scope with Jacobs to that which is in the attached document. The Professional Services Agreement is for the cost of work not to exceed \$3,044,746.00. The project schedule is to complete the design work over the course of the next year to facilitate a bid opening in the spring of 2021 for construction to start later in the summer.

An early estimate for the cost of construction of this project is \$24 million and the City is seeking a federal hazard mitigation assistance grant from FEMA. The grant could be awarded in an amount up to \$10 million to help pay for the seismic improvements, but it is unknown at this time if the project will receive any assistance. If federal funding is received, it will entail additional engineering work to follow federal grant requirements. Approval of this professional service agreement will include allowing City staff to administratively amend the contract in an amount not to exceed 10%

of the original contract amount for additional engineering work, if needed.

Advantage(s)

Seeks a necessary and routine award of a professional services agreement for engineering services that would facilitate essential public construction:

1. Provides design and construction documents to replace aging facilities to improve the reliability and resiliency of the utility in the event of an earthquake.
2. Provides design and construction documents to make site civil improvements that will fit in with the Heights Redevelopment District while also improving site security to protect the City's drinking water system.
3. Provides for specialty technical services in multiple engineering disciplines to develop final design plans, construction documents, and specifications for the project.

Disadvantage(s)

None.

Budget Impact

The funds for the engineering scope of work are budgeted in the 2019-2020 Capital Water Budget.

Prior Council Review

- Approved in the 2019 - 2020 Capital Water Budget.
- Approval of the City of Vancouver 2015 Comprehensive Water System Plan on January 25, 2016, Staff Report 006-16 and listed in the Capital Improvement Program.

Action Requested

Authorize the City Manager or his designee to execute a professional services agreement between the City of Vancouver and Jacobs for an estimated amount not to exceed \$3,044,746.00; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Tyler Clary, Water Engineering Program Manager, 487-7169; Michelle Henry, Senior Civil Engineer, 487-7155

ATTACHMENTS:

- ▣ Contract
- ▣ Contract exhibits
- ▣ Existing Water Station 5
- ▣ Water Station 5 Preliminary Design

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
WATER STATION 5 RESERVOIRS & PUMP STATION

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Jacobs hereinafter referred to as "Contractor", whose address is 2020 SW 4th Ave , 3rd Floor, Portland OR 97201.

WHEREAS, the City desires to engage the Contractor to provide professional engineering services for the Water Station 5 Reservoirs & Pump Station Project and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications (RFQ) No. 32-19, Contractor's response to said RFQ; and City Council's approval on _____ of Staff Report No. _____; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide professional engineering services for the Water Station 5 Reservoirs & Pump Station Project per RFQ No. 32-19 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

GENERAL

Contractor shall work collaboratively with City staff to meet the defined elements in this scope of work.

The City will take the lead role in the land use planning, building permit, community outreach (Neighborhood Associations, Tower Mall Improvements planning), and interdepartmental coordination aspects of the project. The City will be highly engaged throughout all portions of the design. As a part of the project, Contractor shall support the outreach and communications effort by providing graphics or visualizations and other design information as requested by the City to support their discussions about the project.

During construction, the City will lead the construction oversight and management of contractor(s).

To commence the project, the work plan includes one team meeting during the orientation task to align and charter the Contractor and City team members. Contractor shall also conduct City/Contractor review meetings of the single design package at the 30-percent, 60-percent and 90- percent stages of completion. Throughout the work there will also be several City decision point meetings and coordination meetings that are planned. For all these formally scheduled meetings it is anticipated the City will include staff participation from various stakeholder departments as they deem appropriate.

In addition, Contractor shall conduct weekly informal project management meetings throughout the design process to ensure appropriate communication occurs between the Contractor team and the City to support a successful design and project implementation, these will commonly be held between the City's Project Manager and Contractor's Project Manager and will occur during design at the City's engineering services building.

Additional Contractor team meetings will occur, and these are also open to the City staff to attend as desired (either directly or via telecom. Recurring weekly team meetings will occur during the final design to maintain team coordination and provide City input for changes to be provided on a timely basis – the City is invited to participate in all of these meetings.

During the construction phase, the City will lead the field construction activities, providing a construction manager and construction observer/inspector and special inspection services. Contractor shall provide the RCW required registered design professional construction observations and provide office engineering support. Contractor shall attend weekly construction meetings and observe construction activities on a limited basis for construction oversight.

The City will provide survey services for design and construction needs of the project.

The design drawings shall be prepared using a combination Bentley's MicroStation CAD drawing software for the facilities design and for the pipeline and civil portion of the work, AutoCAD will be used to allow the City surveyor to assist in Construction Staking. For the facilities portion of the work, Contractor will utilize drawings layers as assigned by the American Society of CAD Standards (ASCS) and Contractor standards. The AutoCAD drawings, the City will provide their desired drawing layer assignments prior to the commencement of final design. All final electronic drawing files to and from the City will be provided in AutoCAD. The City will provide the drawing border for use on the project, which will be similar to the WS1/Phase II

Improvements Project recently completed. Drawings will be produced at a sheet size of 22"x 34".

The technical specifications will use the Construction Specifications Institute (CSI) 49 Division standards as modified by Contractor. Contractor will prepare the Division 1 thru 50 technical specifications and provide the EJCDC General Conditions/Supplemental Conditions and Bid Form. Conditions of the Contract will use the EJCDC standard general conditions with supplements as approved by the City. The project Division 0 specifications will be prepared by the City using the City's standard documents (Invitation to Bid, Instruction to Bidders, Bidder Responsibility, Non-Discrimination Clause, List of Subcontractor Form, Apprenticeship Form, Proposal Form, Contract Form, and others) as prepared by the City's Procurement Department.

The construction project will be delivered using a single construction contract through the City's formal bid process and is anticipated to be ready for advertisement in the Spring of 2021.

Scope Elements

The following Tasks detail the development of the design and construction services to be provided by Contractor.

Task 1—Project Orientation & Project Planning

The purpose of this task is to ensure that all Contractor and City staff members are apprised of the scope of the project thru a team kick-off meeting. This task will also include overall project planning and initiation of field investigations, project delivery services, and permitting support.

1.1 Project Orientation and Team Meeting

Contractor will lead and participate in a project orientation meeting with the City staff. The purpose of the meeting is to ensure that all team members are "on the same page" regarding the project purpose and requirements and schedule. This is an opportunity for the Contractor to meet the City staff members that will be involved in the project and to develop coordination and communication protocols. Key milestones, deliverables, and schedule will also be discussed as well as critical project issues that are important for project completion. This meeting will be held at City facilities.

Contractor will provide meeting minutes to the City, indicating recommendations and decisions from the meeting.

1.2 Reservoir Mixing Analysis

Contractor will conduct a computational fluid dynamics (CFD) model of the proposed ground level reservoirs and standpipe to develop recommended interior piping or alternative mixing systems for the storage facilities.

To evaluate the most efficient internal plumbing configurations for the project, Contractor shall employ the CFD modeling approach:

1. Reservoir structural columns will be included as part of the simulation domain.
2. If necessary, due to operational conditions, density differences between influent and ambient fluids will be simulated.
3. Initial modeling will use steady-state simulations. Three inlet/outlet configurations will be studied. The initial simulation results will provide guidance in structuring the second configuration, and the second simulation results will guide the design of the third configuration.
4. Simulation of tracer spread will be used to determine mixing characteristics. The coefficient of variation of the tracer as a function of time will be determined for each simulation. Tank mixing time is defined as the time it takes for the coefficient of variation to drop to 10 percent. This provides a quantitative measure of mixing characteristics for each configuration.

Results for each configuration will be presented as follows:

- Plots relating coefficient of variation to time
- Color-coded tracer concentrations displayed on horizontal and vertical slice streamlines that depict the path a fluid particle would follow

The results of the analysis will be provided to the City in a technical memorandum and the results will be used to define mixing systems to maintain water quality within the reservoir.

1.3 Geotechnical Investigations

Contractor will conduct onsite geotechnical investigations to supplement the existing information (by others) with a focused geotechnical exploration and laboratory testing program. Based on previous geotechnical explorations, it is expected that the seismic site class will be Site Class D and therefore it is assumed that a site-specific seismic analysis will not be required. As such, a code-based approach will be used to develop a seismic response spectra and seismic design parameters for the work. Prior geotechnical work as identified in the *Water Station 5 Pump Station and Reservoir Replacement Preliminary Design Report, CH2M, September 2019* will be used to supplement the investigation findings.

Geotechnical Field Exploration and Laboratory Testing. Focused geotechnical exploration will require the development of a technical specification for the City to obtain bids to perform the drilling at the site. Contractor will develop the requirements for the project to advance two deep (between 70- and 100-feet each) geotechnical borings. The City will acquire, administer, and pay for the drilling services as a direct contract to the City. Laboratory testing to determine index and strength properties of the soil encountered in the borings will be completed on representative soil samples collected during the geotechnical exploration.

Geotechnical Analyses. The primary tasks associated with the geotechnical analyses will be evaluation of foundation conditions, development of foundation recommendations, development of code-based seismic ground response spectral accelerations, evaluation of lateral earth pressures, and development of design parameters for retaining walls.

Reporting. A geotechnical data report (GDR) and a geotechnical recommendations reports (GRR) will be developed for the Water Station #5 Project. Results of the code-based seismic design evaluation will be included in the GRR. Draft reports will be prepared and submitted electronically to the City of Vancouver for review. Consolidated comments from the City's review will be incorporated into final reports.

1.4 Infiltration Testing for Stormwater/Drain/Overflow Disposal

Based on the *Water Station 5 Pump Station and Reservoir Replacement Preliminary Design Report, CH2M September 2019*, it was suggested that an underground injection (UI) system be used for the overflow/drain system of the two new reservoirs, and a separate (UI) for the elevated tank. To determine the site characteristics for infiltration capacity, a constant head infiltration test will be performed within the area of proposed UI systems.

Contractor will conduct the field test meeting the criteria set forth in the City's 2017 General Requirements and Details for Design and Construction of Surface Water Systems and the Stormwater Management Manual for Western Washington. Water for the test will be provided by the City. Installation and removal of the testing equipment will be conducted using a backhoe or other equipment. Installation of the testing equipment will be performed by City personnel. Test pits as needed will be dug and shored for safe personnel entry into the excavated area for visual characterization of the soils and the installation of the equipment by the Contractor. Contractor shall prepare a draft and final summary report of the findings at the conclusion of the testing.

1.5 Preliminary Design Finalization

To continue developing the project from the preliminary design of September 2019, the City and Contractor will need to conduct a few additional activities to finalize the concepts of the project to assure project alignment and agreement of all the elements with both City Engineering and Operations. The project elements to be addressed in the preliminary design addenda includes:

Discussion Items

Delivery Options	✓ Owner Supplied/Furnished Equipment
Facility Layout Confirmation with City	✓ Main Piping Room size, layout, doors, HVAC
Electrical Distribution	✓ Preferred Electrical Equipment Vendors
Generator	✓ Fuel Type and Storage Requirements
I&C/SCADA	✓ Review of I&C Approach
	✓ Compatibility to existing control system
Site Layout	✓ Site Constraints
	✓ Stormwater Control
	✓ Overflow/Drain Underground Disposal
	✓ Geotechnical Issues
	✓ Landscape Restoration Update
Construction Sequencing	✓ Proposed sequence for integrating the new systems while maintaining operations
	✓ Demolition / Reuse Requirements

As a part of the preliminary design finalization Contractor will work with the City to determine the path forward on Control Panel design and panel acquisition. In addition, the development for changes to communications for the SCADA system to WS5 from the Human Machine Interface (HMI) system will be addressed.

The finalization of the preliminary design will be addenda to supplement the *Water Station 5 Pump Station and Reservoir Replacement Preliminary Design Report, CH2M September 2019*. Contractor will provide a draft and final version of the addenda to the City.

Contractor's final design of the underground injection systems proposed in the *Water Station 5 Pump Station and Reservoir Replacement Preliminary Design Report, CH2M September 2019* for drinking water and rainwater discharges shall meet regulatory

requirements of the Washington State Department of Ecology and the Washington State Department of Health. Contractor will assist the City in preparation of documentation necessary for permitting related to the approval of new discharge facilities.

1.6 Integration Services

Contractor will prepare the PLC and HMI programming meeting the requirements of the design criteria as discussed during the design process. This process will include a factory acceptance testing (FAT) at Contractor's office to assure that the program elements meet the requirements and desires of the City prior to any downloading the programs to the field. As the project construction has distinct phases of work and when certain components of the project will be completed, the field integration services will be completed in segments by the Contractor. When the construction contractor has completed the construction work on one new east reservoir and the pump station, Contractor will then load the program and, with the City, perform field testing of the system without the west reservoir. This site acceptance testing will be accomplished within two weeks and will be coordinated with the construction contractor before the construction contractor will be allowed to proceed with demolition of the east cell of the 8MG reservoir the existing pump station.

This work will require programming of local PLC at the site which address the following systems below, MCC's (simocodes modules for the pumps), and updating the overall SCADA HMI system. The onsite systems to be monitored/controlled are shown on the *Water Station 5 Pump Station and Reservoir Replacement Preliminary Design Report, CH2M September 2019* Process and Instrumentation Diagram (P&ID) and as identified below.

- Reservoir Underdrain and Overflow Discharge Monitoring
- Reservoir/Elevated Tank Water Level Monitoring
- Intrusion – Reservoirs/Pump Station/Elevated Tank
- Pump Station
 - Pressure Indications / VFD Operation
 - HVAC Fault
 - Booster Pump Control Valves Status/Operation
- Flow Meter and Control Valves for WS5-WS7 and to the local Distribution
- Elevated Tank FAA Lighting Monitoring and Site Lighting Control
- Generator Status
- Operable Gate control

1.7 Land Use Permitting, Agency, and Public Meetings

The City will lead the permitting aspect of the project with Contractor providing support for land use and building permits. Contractor will meet with the City staff to discuss and

determine permit and code requirements for the WS5 project. This preliminary discussion will assure that Contractor provides and designs to the standards and requirements of the City. Using the results of the preliminary design, the City will lead the efforts associated with required land use actions that may be required.

Contractor will assist the City with public meeting(s) by developing handouts, presentation boards, digital presentations, and other materials required for the public notification and meetings required or desired by the City of Vancouver. It is anticipated that two public meetings will be required throughout the duration of this project. The City will provide the venue and public notification.

Contractor will prepare a Tree Plan for tree removal and replanting in accordance with City regulations to be submitted during the land use review process for approval.

A SEPA will be required by the project. Contractor will prepare the SEPA checklist to be submitted by the City in the land use approval process.

The City will provide a construction storm water National Pollutant Discharge Elimination System (NPDES) permit that will likely be required along with a construction Storm Water Pollution Prevention Plan (SWPPP) and pay for all application fees. Contractor will assist the City in State agency permitting process by preparing project documentation, plans, and specifications as required to make the necessary application to the Washington State Department of Ecology.

1.8 Building Permit Support Services

It is anticipated the following permits are required and applications for these will be prepared by either the City or Contractor throughout the various stages of the project. Application fees will be paid by the City.

- City of Vancouver Building Permits (prepared by Contractor)
 - (Commercial Building, Energy, Demolition, Electrical, Fire Protection, Grading, Mechanical, Plumbing)
- Washington State Energy Code Compliance (Building, Lighting, Mechanical)

This project will also require approval from the Washington State Department of Health, Drinking Water Program (WDOH). The City will prepare the required engineering report documentation of the project to provide to the WDOH and will provide the final drawings and specification to WDOH for final design review. Review fees charged by WDOH will be paid by the City.

Contractor will prepare the building permit applications and make two sets of engineering adjustments requested by the Building Department in support of acquiring the permits for the Construction Contract Documents under this task.

Task 2—Schematic Design (30%)

This work will include further project definition from the Technical Memorandums prepared at the Preliminary Design stage of the project. The Schematic design will identify all the facility components and include the City design standards of each component, as applicable. This is an important step in the project development, ensuring that City engineering and operations staff have adequate opportunity to direct all project elements as desired.

2.1 Schematic Design Development

This work phase takes the preliminary design and moves it to the next stage. The work to be accomplished under this scope of work will be the design of:

Demolition of the Existing 8MG Reservoir and Pump Station, and the Design of:

- Two new 4 MG Circular D110 style reservoirs
- A new single-story pump station as defined in the amended *Water Station 5 Pump Station and Reservoir Replacement Preliminary Design Report, CH2M, September 2019*
- A new diesel engine electrical backup generator
- Civil improvements including:
 - Grading/Drainage
 - Site Fencing Pipeline Design
(Inlet/Outlet/Drain/Overflow/Underdrain/Pump Station Discharge as defined in the preliminary design)
 - Onsite Stormwater Design within the boundary of the existing site
 - Frontage Improvements in the public right of way along Mill Plain Boulevard and Idaho Street; sidewalk, concrete driveway approach, lighting, and street trees if determined necessary through the Land Use process and in coordination with the Heights District (Tower Mall) redevelopment committee.
- Electrical Site and Pump Station Design
- Landscaping Design (On-Site and along street frontages in the public right of way)
- Integration Services for controlling the new pump station which includes local Control Panel Programming, integrating the generator controls, and HMI changes
- Security Improvements (including fencing, lighting, cameras, gates, and reservoir hatches/door opening alarms)

This phase of the work moves the preliminary design with to-be-gathered information and develop specific, detailed design criteria and prepare a schematic design report. This report will contain specific design criteria, plans, and identification of specifications and drawings completed to a 30 percent- complete level. The Schematic design will also include an engineer's AACE based Class 4 construction cost estimate. Following development of the construction cost estimate, a projected construction monthly project spending curve will be provided.

Schematic level landscape drawings will also be provided for the proposed plant palette to be consistent as desired by the Tower Mall/Heights District redevelopment plan. The expectation is that minimal plantings will be involved with the project development requirements for this site with a majority of restoration being grasses.

At the close of this work, Contractor will provide drawings and Technical Memorandums (TMs) to document the decisions and then conduct a workshop with the City staff to obtain consensus for the project content. Upon completion of the conceptual design workshop and receipt of the review comments on the deliverables provided, the Contractor will finalize the TMs to memorialize the Schematic design. This task will provide the project definition; to allow the team to confidently move into final design.

Task 3—Design Development, Pre-Final, and Final Design (60%, 90% and 100% Completion)

Upon agreement of the schematic design (30% Design) project definition and the project elements, Contractor will begin final design. Final design will occur in three steps – 60%, 90% and 100% completion phases. Contractor has also anticipated that multiple and differing sets of plan sheets and documentation will be necessary to meet Land Use and Building Department permitting agency submission and application needs. This would include the stormwater report, geotechnical report, project narrative (provided by the City) and approximately 17 drawings.

The design will be accomplished using MicroStation-based CAD drawings for the facilities – aligning the levels to the American Society of CAD Standards (ASCS) and Contractor standards, and AutoCAD for the pipelines and site civil works. The City's Div 0 (Bidding and Legal information, and Conditions of the Contract with supplemental information) specifications, and the 49 Division, Construction Specification Institute (CSI) technical specifications will be used.

The final design process will be based on the accepted schematic engineering design. Contractor anticipates preparing a single construction contract document to provide to the

City's Procurement Department at the 100% completion stage so the project can be advertised and openly bid.

Final design tasks and deliverable items are summarized below.

3.1 Prepare 60%, 90% and 100% Plans, Specifications and Estimates

For the 60% design deliverable, the team will provide drawings indicating the primary project features, sectional views, initial calculations, initial draft edits of the specifications, and a Class 3 construction cost estimate. The 60% design will have been reviewed by an internal team of QC reviewers and updated to reflect the internal Contractor comments before delivery of the product to the City for their review. Following a 15 day review period by the City, the City and Contractor will hold a ½ day review meeting at the City that will include the Project and Deputy Managers, Design Manager and necessary technical leads from Contractor, to obtain input and responses from the review.

Following the 60% review meeting, the Contractor will continue the design toward a 90% design deliverable. The design will move the projects forward to include all project features, sectional views, details, pre-final calculations, pre-final edits of the specifications, and a Class 2 construction cost estimate. The 60% design will have been reviewed by an internal team of QC reviewers and updated to reflect the comments before delivery of the product to the City for their review. The first draft of the technical specifications and supplementary conditions will be provided at this stage of the project.

Following a 15-day City review period, the City, and Contractor will hold a ½ day 60% design review meeting with the City to obtain input and responses from the review.

Following the 60% review meeting, the Contractor will proceed to a final design deliverable and provide submittals to the reviewing agencies and building department. The design will include all elements of the project to final completion, including plans, specifications, calculations, and an AACE Class 1 construction cost estimate.

The anticipated drawings for the project (at 100% design completion) include those listed in the attached Exhibit D, sheet list.

Post Design Documentation. At the close of the final 100-percent design phase, Contractor will submit the plans and specifications to the City for their use in bidding the project. These will include providing the documents in electronic PDF format for reproduction as desired. Specifications will also be provided in Word format for the City procurement office to finalize the documents with the Division 0 specifications.

The following list identifies the work products that Contractor will provide during the design phase:

- Preliminary Design Addenda (Draft/Final)
- Hydraulic Mixing Analysis (Draft/Final)
- Schematic Design
- Final Plans (electronic PDF)
- Final Specifications (electronic PDF and Word)
- Intermediate and Final Engineers Opinion of Construction Cost
- Geotechnical Data Report (GDR) (Draft/Final)
- Geotechnical Recommendations Report (GRR) (Draft/Final)
- Site Specific Hazards Analysis Report
- Computations/Calculations
- Site/Civil drawings in AutoCad format for City Surveyors to use for construction layout
- Building Permit Applications
- Stormwater Report (Draft/Final)

Task 4—Bidding Services

At the completion of the design package, the City will administer, advertise and direct the bidding process. Contractor will provide support to these City led activities by providing the following during this phase/task of the project:

- Assist with presentation of the project during pre-bid conference and site visit.
- Provide clarifications and answers to questions during bid period as requested by City's PM/Procurement Officer.
- Provide information concerning requests for substitutions.
- Assist with development of addendum to construction documents.
- Assist with analysis of project bids received
- Prepare conformed drawings and specifications, including changes developed by addenda

Tasks to be completed by City of Vancouver during this phase:

- Reproduce the project Contract Documents for distribution
- Provide Contractor team with one full size and three half size sets of drawings and specifications

- Advertise the project for Bid
- Reproduce and distribute documents to prospective bidders and subcontractors.
- Coordinate and host pre-bid meeting
- Maintain and coordinate construction project document distribution and storage
- Issue and distribute addenda
- Coordinate and host bid opening
- Issue Notice of Intent to Award
- Conduct City contracting process thru Notice to Proceed

Task 5—Construction Support Services

Contractor will assist the City as intended and defined by the Contract Documents. The City will provide the on-site, full time Construction Management and Inspection services, and special inspection/materials services. Contractor will provide office engineering support services and code required design professional site reviews to the City for construction.

During submittal and RFI review, the City will initially accept and distribute the electronic submittals/RFIs to the Contractor for review. As received, Contractor will review the technical submittals provided by the City and return the documents for final approval and distribution by the City. The submittal and RFI process will be managed by the City.

Contractor will also prepare the record drawings of the project, based on information provided by the City and Contractor for changes that occurred during construction. The record drawings will be provided in electronic format of PDF, and Contractor will also provide MicroStation drawings converted to AutoCAD files, and the AutoCAD Civil 3D files for final delivery.

Each of the following activities will be provided by Contractor in support of the construction of the project.

5.1 Pre-Construction Conference

The City will organize, provide venue, create the agenda and lead the pre-construction conference to address technical issues and questions. Contractor will assist the City and attend the conference.

5.2 Construction Observation Services

Contractor will provide limited onsite observation services, as determined by the City. Contractor will provide code required structural and geotechnical code required engineer-of-

record inspections. Materials testing and specialty inspections that will be required by the building department is to be provided by the City.

For purposes of the budget, Contractor anticipates providing 8 hours of on-site observation time per week for the duration of expected construction. The expected construction duration is 26 months of active construction. This limited budget will include time for our design staff involvement on an as needed basis to assist in the observation function and to ensure adherence to design concepts, as needed/requested by the City.

Structural observations for the work of the two reservoirs and pump station (three structures) to meet the required code observations and prepare the reports for the building official will be provided.

Geotechnical code required observation and confirmation testing is expected to be required during construction of retaining structures foundation systems. For the purpose of this scope of services it is assumed that observation by a Contractor geotechnical professional will be required for the foundation of the reservoirs and the pump station to provide confirmation that the work was completed by the Contractor to the contract documents and permit requirements. It is assumed that the geotechnical engineer will only be required to visit the site for verification, twice per structure. This task duration does not cover continuous observation of fill placement and compaction, nor material testing.

5.3 Office Construction Services

Contractor will provide the following administrative and office engineering services in support of the construction phase as identified below:

- Plans and specification interpretation
- Change order consultation
- RFI Consultation
- Shop drawing review
- Operational testing

5.4 Post Construction Services

Following formal construction activities, the following services will be provided in support of the project closeout.

Substantial Completion and Close-Out. Contractor will coordinate and participate in the construction close-out process, including a design team/City substantial completion inspection and punch-list development.

Following the collection and compilation of operations and maintenance (O&M) data from the contractor, Contractor will review the data. The contractor will be required to provide hardcopy O&M manuals during the close- out phase of the project as well as electronic deliverables.

Record Drawings. Contractor will finalize the project drawings to reflect the construction of the project. These records drawings will represent the redline information collected by the City's on-site observer, and the contractor. The drawings developed by Contractor will be provided electronically in PDF, and in AutoCAD format drawing files. The structural drawings will be converted from MicroStation. Hardcopies of the drawings will be created by the City as desired from these records.

Start-up/Commissioning. For startup services, Contractor has budgeted 60 hours of time for the project. The City will direct the desired commissioning services of Contractor on an as-needed basis. Code prescribed, certified commissioning required by the Energy Code will be contracted directly by the City.

Building Department and other agency permit closeout. The Building Departments require a closeout report for building permit completion. This would include a report from the geotechnical and structural engineers providing a sealed document stating the work done under these disciplines was completed as required.

Warranty Inspection. One year following startup and operation of the system, a final warranty inspection by the City, Contractor and the contractor will be performed. This inspection will be led by the City. A findings report of the technical elements of the project will be prepared by Contractor and provided to the City.

Task 6—Project Management

Project management will be ongoing throughout the duration of the project as we work closely with the City to ensure that the project meets schedule, budget, and technical requirements. Frequent communications, including prearranged specific meetings, design workshops, telephone conversations, and intermittent meetings will occur with City staff as the project proceeds. The project manager will be responsible to guide the design team

and communicate the City's operational philosophies to meet the intent of the project and that the project proceeds as planned.

Contractor will provide a summary report of work completed for each monthly invoice and note work anticipated for the next work period and any issues of concern on the project. The Contractor team will meet on a monthly basis or as required to an average of once per month with the City to discuss the status of the project. Contractor will use Microsoft Project software to monitor and update project status and submit a copy to the City with each invoice.

Overall project management of the Contractor team will be the responsibility of Contractor which includes coordinating and communicating to ensure the project team is meeting scope, schedule, and budget. The project manager will be supported by a multi-person team including an overall quality assurance manager, senior advisors, and support staff.

To initiate communications and guide all team members, a series of guiding plans will be created, and will include:

- Project design management plan
- Health and Safety Plan (H&SP)*
- Design quality management plan
- Projected project cash flow
- Change management plan

Ongoing monthly status reports will be provided by the Contractor for the Contractor team's work efforts. These monthly updates will provide a summary of the progress completed in the preceding month and identify unresolved or changed issues that need to be addressed. This report will be provided with the monthly invoice and tracking schedule.

Weekly project manager meetings will be held between the City PM and Contractor Project and Deputy Managers at the City offices. The intent of these meetings will be to maintain close communications and address overall project issues. Other design team members may be included in these weekly project manager meetings, to address specific issues. These meetings will have a standing agenda and accurate meeting summary notes will be compiled to document the discussion.

This work element also includes project management coordination and communication with the project team, which will include facilitated weekly design team teleconference meetings. The City is welcome to attend these weekly design team meetings.

Work Plan

The Plans, Specifications, and Estimates (PS&E) deliverables at each stage of 30%, 60%, 90%, and 100% will include varying stages of Contract Document development delivered to the City for review. Following each of the intermediate design delivery milestones, a review meeting will be held between the City and consultant. Contractor staff at these meetings will include the Project and Deputy Project Managers, Design Manager, and key technical discipline staff as may be required.

The anticipated drawings for bidding the project are shown in Exhibit D, Sheet Count. Additional drawings will be required for land use application and site plan review

Following completion of the single Contract Document package, Contractor will compile a completed, Adobe format PDF file package of drawings and specifications, together with the final engineer's cost estimate for construction of the project and submit it to the City. Calculations necessary for building permit approval, will be provided too. All final deliverables will be electronically certified/sealed by the appropriate design engineer. The City will reproduce, advertise, and distribute the construction documents.

Work Plan Assumptions

City Responsibilities and Contractor Assumptions

- City will provide review comments to memorandums and design deliverable plans and specifications within 15 working days following receipt deliverables, adding one additional workweek for each of the 60% and 90% deliverables.
- City will schedule a total of two neighborhood/business meetings during design process. The Contractor will not conduct a public involvement/education outreach program.
- City will prepare correspondence and documents for award and contract signing of the contractor.
- Construction management and full-time inspection will be performed by the City.
- City will pay for building permit applications and other agency permitting and approval fees.
- Contractor will prepare documents as specified for the City to package and submit for land use permitting requirements.
- City will retain and pay direct for materials and specialty testing services for construction activities, and any other certified code required commissioning services.

- To facilitate rapid distribution of information, draft deliverables will be furnished with 5 hardcopies (drawings to be ½ size). Unless otherwise indicated, final deliverables will be provided as electronic files (Adobe PDF, Microsoft Word®, Microsoft Excel®, Microsoft Access®, and AutoCAD® as appropriate). Reproduction of any additional required copies shall be performed by the City.
- Where the City reviews Contractor work product, comments shall be provided as a single electronic file or hard copy mark-up document. Prior to furnishing to Contractor, the City shall screen and adjudicate all review comments to remove redundant or conflicting comments, or comments that are contrary to the direction of the City's Project Representative.
- The City will assist the Contractor with scheduling and organization of meetings and workshops.
- For work products not shown on the detailed project schedule (significant design deliverables), the City review comments will be provided to the Contractor within seven working days of receipt of the work product.
- The City will provide access to City facilities with City escort. Contractor responsible for providing their own PPE when required.

Project Task Assumptions

- Any required permits for geotechnical work and right of entry will be obtained by the City of Vancouver.
- It is assumed that the City of Vancouver will provide private utility information for the site and assist with the utility locating tasks.
- The work will not include installation of groundwater monitoring wells since previous investigations have shown the groundwater level to be very deep at the site.
- Soils encountered during the field exploration will be free of environmental contamination requiring special monitoring, handling, testing, or disposal.
- Contractor shall provide full-time observation and logging of geotechnical borings and infiltration tests. Contractor reports to include soil classifications during field investigations.
- Cuttings from geotechnical borings not used for laboratory testing will be spread out near the boring location and left onsite.
- A code-based seismic hazard evaluation will be completed for the project. This approach is generally allowed for water reservoirs in Washington provided the site is not susceptible to seismically induced liquefaction. The validity of this approach will need to be confirmed by the local building department to ensure that a site-specific seismic analysis will not be required.

- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Contractor.
- The presence or duties of Contractor personnel at a construction site, whether as onsite representatives or otherwise, do not make Contractor in any way responsible for those duties that belong to either the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- Contractor has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Contractor own personnel.
- The presence of Contractor personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor. Contractor neither guarantees the performance of the construction contractor nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified in herein attached and by reference made part of this Contract EXHIBIT C Fee Proposal, dated February 2020, for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. If the work requires fewer hours than

those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum amount stated in herein attached and by reference made part of this Contract Table 3 Engineering Services Fee Estimate, dated February 2020 for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are not included in this Contact.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$3,044,746.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted proposal to RFQ No. 32-19 and RFQ No. 32-19.

3. Relation of Parties.

The Contractor, its sub-Contractors, agents and employees are independent contractors performing professional services for City and are not employees of 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, sub-Contractors, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) 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. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

All work on this project shall be completed per herein attached and by reference made part of this Contract EXHIBIT B Schedule, dated February 2020, The service of the Contractor is to commence as of _____, 20___. It is agreed services hereunder shall be completed by _____, 20___.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

8. 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 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 Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. 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.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. 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 judgments, 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 Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' 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 Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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 Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence, two million dollars (\$2,000,000) aggregate and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Fidelity/Employee Dishonesty Bond. The Contractor shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

h. Cyber Liability Insurance. Contractor shall obtain and keep in force during the entire term of this Agreement, cyber liability insurance covering claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The amount of coverage provided by such insurance shall be not less than two Million Dollars (\$2,000,000) combined single limit.

i. 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.

j. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

k. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Brad Phelps
Jacobs
2020 SW 4th Ave, 3rd Floor
Portland OR 97201

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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 this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. 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 solicitation or contract at their own cost and 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 contract, 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 contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 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 any data or deliverable that is provided to the City and that is licensed from the Contractor, 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 under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Debarment.

The 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 department or agency.

22. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Jacobs

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

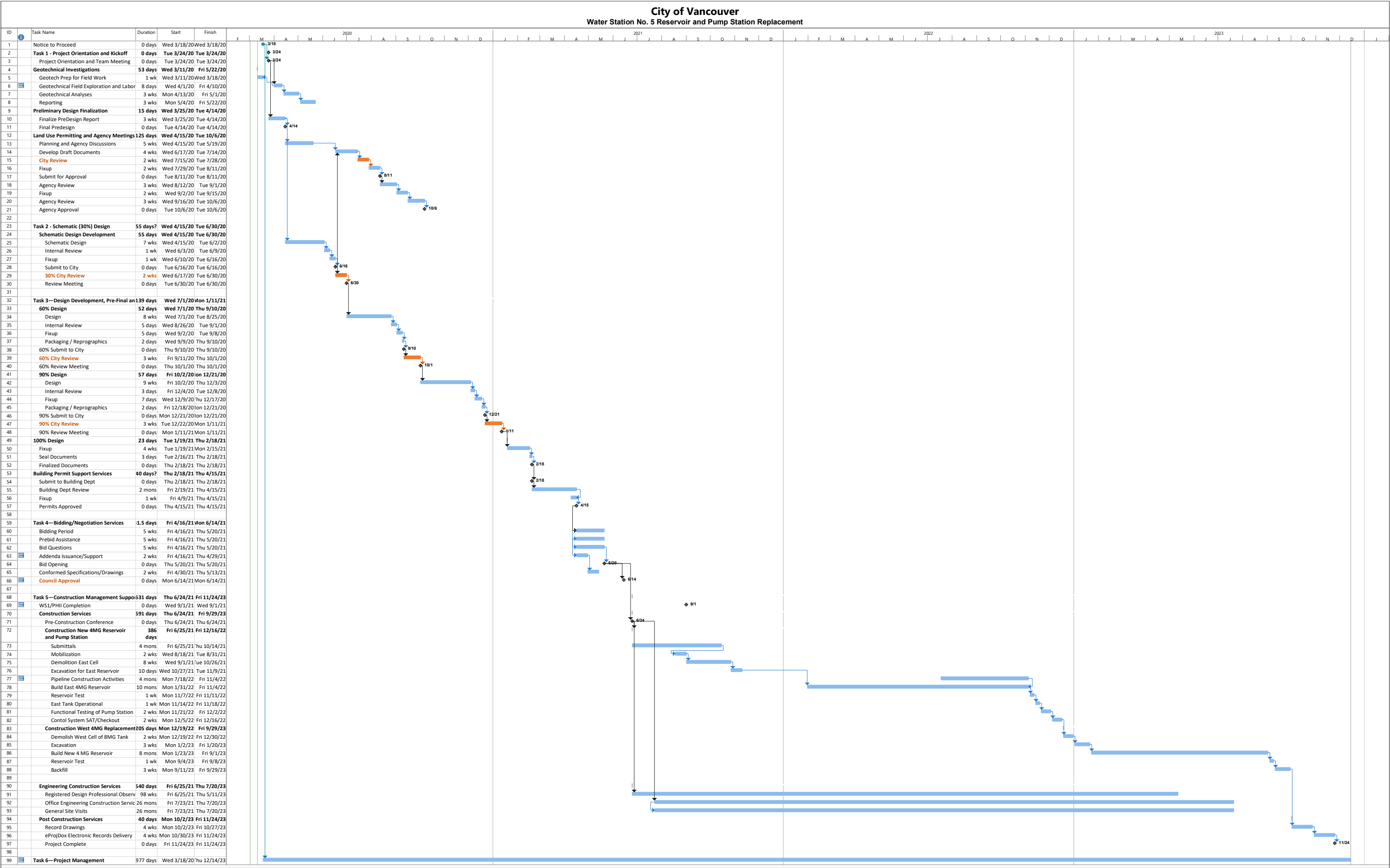
Jonathan Young, Acting City Attorney

EXHIBIT B

Schedule

Project Schedule

The schedule for delivering the project is provided in the project schedule (Exhibit B). This schedule indicates the evaluation, design, and general construction schedule for the project. In general, the design services will occur thru 2020, into early-2021, taking approximately 1-1/4 years, with construction occurring during mid-2021, thru 2023.



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EXHIBIT C

Fee Proposal

Basis for Compensation

The basis of compensation is shown in Table 1. Key Staff Individual rates for the project are shown on Table 2. The fee estimate for the project is presented in Table 3. The fee is based on a time and materials basis for the work defined in the above scope for project Tasks 1 thru 5.

As mutually agreed, the Consultant and City may adjust budgets between tasks as needed to address changes in the work requested or performed.

Table 1
Jacobs 2020 Rate Schedule for City of Vancouver

Cost Type	Basis of Compensation
Labor Rates	
Labor Costs	Raw Salary Labor times 3.15 Adjustments (ranging from 3% to 6%) to employee raw salary labor rates occur in each year.
Expenses	
Health and Safety Program ^a	\$1.75/hour
Personal Automobile Mileage Reimbursement	Federally Accepted Rate
Mark-up on Direct Expenses <i>Direct Expenses are those that are directly attributable to the project such as convenience copies, mileage, meals, car rental, etc.)</i>	0%
Mark-up on Outside Services <i>(Outside services are those services that are not performed by Jacobs staff to complete the work. This would be services such as outside printing, geotechnical drilling, or similar items)</i>	10%

^a Labor rates for a few select field personnel will include their health and safety program involvement resulting from being involved in field work or safety specific activities.

Table 2
Jacobs 2020 Individual Rates – Key Staff

Employee	2020 Billing Rate
Phelps, Bradley	\$ 315.85
Kirsten, Goeff	\$ 214.45
Whittier, Kevin	\$ 236.03
Cotton, Todd	\$ 263.18
Nordal, Jerry	\$ 215.11
Lynn, Randall	\$ 216.85
O'Neill, Peggy	\$ 204.53
Daryl Banaszek	\$ 203.55
Hughes, Brittany	\$ 184.09
Dooley, Jamie	\$ 183.17
Rose, Stu	\$ 181.00
Kummer, Shawn	\$ 167.77
Heidari, Maddie	\$ 171.64
Malin, Kathleen	\$ 145.15
Sam Schultz	\$ 97.34

* - Rates based on Table 1 Rate Schedule

Table 3						
City of Vancouver						
Water Station No. 5 Reservoir and Pump Station Replacement						
Feb-20						
Engineering Services Fee Estimate						
Fee Breakdown by Task						
Task No.	Task Identification	Jacobs Labor	Expenses	OSS	Total	Task Total
01	Task 1 Project Orientation & Project Planning					
	Project Orientation Meeting and Team Meeting	\$ 17,388	\$ 750	\$ -	\$ 18,138	
	Preliminary Design Finalization	\$ 22,170	\$ 500	\$ -	\$ 22,670	
	Reservoir Mixing Analysis	\$ 25,068	\$ 500	\$ -	\$ 25,568	
	Geotechnical Investigations and Reporting	\$ 18,053	\$ 500	\$ 4,200	\$ 22,753	
	Infiltration Testing and Reporting	\$ 6,656	\$ 500	\$ -	\$ 7,156	
	Land Use Permitting and Agency Meetings	\$ 109,930	\$ 150	\$ -	\$ 110,080	
	Building Permit Support	\$ 18,590	\$ 150	\$ 5,250	\$ 23,990	
	Summary of Labor Dollars (Task 1)	\$ 217,854	\$ 3,050	\$ 9,450	\$ 230,354	\$ 230,354
	Sum of Hours (Task 1)	1,190				
02	Task 2 Design Services					
	30% Schematic Design	\$ 265,368	\$ 500	\$ 1,575	\$ 267,443	
	60%, 90% and 100% Plans and Specifications	\$ 1,320,137	\$ 1,500	\$ 2,625	\$ 1,324,262	
	Summary of Labor Dollars (Task 2)	\$ 1,585,505	\$ 2,000	\$ 4,200	\$ 1,591,705	\$ 1,591,705
	Sum of Hours (Task 2)	10,082				
03	Task 3 Bidding and Negotiation Services					
	Bidding Services	\$ 43,678	\$ 300	\$ -	\$ 43,978	
	Summary of Labor Dollars (Task 3)	\$ 42,975	\$ 300	\$ -	\$ 43,275	\$ 43,275
	Sum of Hours (Task 3)	232				
04	Task 4 Construction Management Services					
	Pre-Construction Conference	\$ 4,442	\$ 250	\$ -	\$ 4,692	
	Construction Management/Observation Services	\$ 45,166	\$ 10,000	\$ -	\$ 55,166	
	Other Construction Management Services	\$ 654,899	\$ 11,000	\$ -	\$ 665,899	
	Postconstruction Services	\$ 93,633	\$ 250	\$ 1,575	\$ 95,458	
	Summary of Labor Dollars (Task 4)	\$ 798,140	\$ 21,500	\$ 1,575	\$ 821,215	\$ 821,215
	Sum of Hours (Task 4)	4,398				
05	Task 6 Project Management					
	Project Management	\$ 351,198	\$ 7,000	\$ -	\$ 358,198	
	Summary of Labor Dollars (Task 5)	\$ 351,198	\$ 7,000	\$ -	\$ 358,198	\$ 358,198
	Sum of Hours (Task 5)	1,755				
	TOTAL FEE ESTIMATE					\$ 3,044,746



EXHIBIT D

Sheet Count

DEMOLISH EXISTING 8MG Reservoir and Pump Station,
Replace with two NEW AWWA D110 tanks of similar configuration and size,
and a replacement pump station with backup generator
as defined in the 2019 Preliminary Design document for Water Station No. 5

WATER STATION NO. 5 PUMP STATION AND RESERVOIR REPLACEMENT

Drawing Sheet Count

			Design Deliverable Stage			
Sheet No.	Drawing	DRAWING TITLE	30%	60%	90%	100%
GENERAL (01) (To Be Conducted in MicroStation)						
1	01-G-0001	COVER SHEET AND VICINITY MAP	X	X	X	X
2	01-G-0002	INDEX TO DRAWINGS	X	X	X	X
3	01-G-0003	ABBREVIATIONS - 1	X	X	X	X
4	01-G-0004	ABBREVIATIONS - 2	X	X	X	X
5	01-G-0005	ABBREVIATIONS - 3	X	X	X	X
6	01-G-0006	GENERAL ABBREVIATIONS AND LEGEND	X	X	X	X
7	01-G-0010	CIVIL AND YARD PIPING LEGEND	X	X	X	X
8	01-G-0030	STRUCTURAL NOTES	X	X	X	X
9	01-G-0031	STRUCTURAL NOTES	X	X	X	X
10	01-G-0032	STATEMENT OF SPECIAL INSPECTIONS		X	X	X
11	01-G-0033	STATEMENT OF SPECIAL INSPECTIONS		X	X	X
12	01-G-0034	STATEMENT OF SPECIAL INSPECTIONS		X	X	X
13	01-G-0040	MECHANICAL LEGEND	X	X	X	X
14	01-G-0060	ELECTRICAL LEGEND - 1	X	X	X	X
15	01-G-0061	ELECTRICAL LEGEND - 2		X	X	X
16	01-G-0070	INSTRUMENTATION LEGEND - 1	X	X	X	X
17	01-G-0071	INSTRUMENTATION LEGEND - 2		X	X	X
18	01-G-0080	PIPE SCHEDULE		X	X	X
DEMOLITION PLANNING (06) (To Be Conducted in AutoCAD)						
19	05-C-1000	CONSTRUCTION PHASING PLAN - PHASE 1	X	X	X	X
20	05-C-1001	CONSTRUCTION PHASING PLAN - PHASE 2	X	X	X	X
21	05-C-5001	CONSTRUCTION PHASING DETAILS		X	X	X
22	05-C-5002	CONSTRUCTION PHASING DETAILS		X	X	X
23	05-C-5003	CONSTRUCTION PHASING DETAILS		X	X	X
24	05-S-2001	EXIST RESERVOIR PHASE 1 DEMO PLAN		X	X	X
25	05-S-3001	EXIST RESERVOIR PHASE 1 DEMO PLAN		X	X	X

26	05-S-3002	EXIST RESERVOIR PHASE 1 DEMO DETAILS		X	X	X
27	05-S-4001	EXIST RESERVOIR PHASE 1 DEMO DETAILS		X	X	X
28	05-S-4002	EXIST RESERVOIR PHASE 1 DEMO DETAILS		X	X	X
29	05-S-4002	EXIST RESERVOIR PHASE 1 DEMO DETAILS		X	X	X
30	05-D-4001	MECHANICAL ENLARGED PLANS & SECTIONS		X	X	X
31	05-D-4002	MECHANICAL ENLARGED PLANS & SECTIONS		X	X	X
CIVIL (06) (To Be Conducted in AutoCAD)						
32	06-C-1000	OVERALL EXISTING CONDITIONS PLAN	X	X	X	X
33	06-C-1001	EXISTING CONDITIONS SITE PLAN - AREA 1		X	X	X
34	06-C-1002	EXISTING CONDITIONS SITE PLAN - AREA 2		X	X	X
35	06-X-2001	OVERALL SITE DEMOLITION PLAN		X	X	X
36	06-X-2003	YARD PIPING DEMOLITION PLAN		X	X	X
37	06-EC-2000	OVERALL EROSION CONTROL PLAN		X	X	X
38	06-EC-2001	EROSION CONTROL PLAN - WEST		X	X	X
39	06-EC-2002	EROSION CONTROL PLAN - EAST		X	X	X
40	06-C-2100	OVERALL SITE PLAN		X	X	X
41	06-C-2101	LOCATION PLAN - WEST		X	X	X
42	06-C-2102	LOCATION PLAN - EAST		X	X	X
43	06-CG-1000	OVERALL GRADING AND DRAINAGE PLAN	X	X	X	X
44	06-CG-2101	GRADING AND DRAINAGE PLAN - WEST		X	X	X
45	06-CG-2102	GRADING AND DRAINAGE PLAN - EAST		X	X	X
46	06-CG-2103	AREA SITE IMPROVEMENTS		X	X	X
47	06-CG-2104	AREA SITE IMPROVEMENTS		X	X	X
48	06-C-5001	SITE DETAILS			X	X
49	06-C-5002	SECURITY FENCE DETAILS			X	X
50	06-C-5003	ENTRY GATE DETAILS			X	X
51	06-L-1000	OVERALL LANDSCAPE PLAN		X	X	X
52	06-L-1001	LANDSCAPE NOTES		X	X	X
53	06-L-1002	LANDSCAPE PLAN - WEST		X	X	X
54	06-L-1003	LANDSCAPE PLAN - EAST		X	X	X
55	06-L-1011	PLANTING DETAILS				X
YARD PIPING (07) (To Be Conducted in AutoCAD)						
	07-CY-1001	OVERALL PLAN	X	X	X	X
57	07-CY-2103	RESERVOIR 1 PIPING PLAN AND PROFILE		X	X	X
58	07-CY-2104	RESERVOIR 1 PIPING PLAN AND PROFILE		X	X	X
59	07-CY-2106	RESERVOIR 1 PIPING PLAN AND PROFILE		X	X	X
60	07-CY-2107	RESERVOIR 1 PIPING PLAN AND PROFILE			X	X
61	07-CY-2107	RESERVOIR 2 PIPING PLAN AND PROFILE		X	X	X
62	07-CY-2108	RESERVOIR 2 PIPING PLAN AND PROFILE		X	X	X
63	07-CY-2109	RESERVOIR 2 PIPING PLAN AND PROFILE		X	X	X

64	07-CY-2110	RESERVOIR 2 PIPING PLAN AND PROFILE			X	X
65	07-CY-2111	PUMP STATION PIPING PLAN AND PROFILE			X	X
66	07-CY-2112	PUMP STATION PIPING PLAN AND PROFILE			X	X
67	07-CY-2113	ALTITUDE VALVE VAULT			X	X
68	07-CY-5001	DETAILS - VALVE VAULTS			X	X
69	07-CY-5002	DETAILS - AIR GAPS			X	X
70	07-CY-5003	DETAILS - INFILTRATION VAULTS		X	X	X
71	07-CY-5004	DETAILS - INFILTRATION VAULTS			X	X
SITE ELECTRICAL (08) (To Be Conducted in Microstation)						
72	08-E-1000	OVERALL SITE PLAN	X	X	X	X
73	08-E-2101	LOCATION PLAN - WEST	X	X	X	X
74	08-E-2102	LOCATION PLAN - EAST	X	X	X	X
75	08-E-3001	DUCT BANK PROFILE - 1			X	X
76	08-E-3002	DUCT BANK PROFILE - 2			X	X
77	08-E-5000	GENERATOR		X	X	X
78	08-E-6000	CIRCUIT & HANDHOLE/MANHOLE & DB SCH			X	X
79	08-E-6001	PANELBOARD SCHEDULES			X	X
80	08-ES-2000	OVERALL SITE SECURITY PLAN			X	X
81	08-ES-4001	SECURITY ENLARGED PLANS			X	X
Instrumentation and Control (09) (To be Conducted in MicroStation)						
82	09-N-2001	RESERVOIR & PUMP STATION P&ID	X	X	X	X
83	09-N-2002	P.S. INTRUSION WIRING DIAGRAM		X	X	X
84	09-N-2003	P.S. SECURITY CAMERA DIAGRAM				X
Pump Station (010) To Be Conducted in Microstation						
85	010-A-2001	ARCHITECTURAL FLOOR PLAN	X	X	X	X
86	010-A-2002	ARCHITECTURAL ROOF PLAN	X	X	X	X
87	010-A-3001	ARCHITECTURAL SECTIONS	X	X	X	X
88	010-A-3002	ARCHITECTURAL SECTIONS		X	X	X
89	010-A-4001	ARCHITECTURAL DETAILS AND SCHEDULES			X	X
90	010-S-2001	STRUCTURAL FOUNDATION PLAN		X	X	X
91	010-S-2002	STRUCTURAL ROOF FRAMING PLAN		X	X	X
92	010-S-3001	STRUCTURAL SECTIONS		X	X	X
93	010-S-3002	STRUCTURAL SECTIONS		X	X	X
94	010-S-4001	STRUCTURAL DETAILS				X
95	010-S-4002	STRUCTURAL DETAILS				X
96	010-D-2001	MECHANICAL PLAN	X	X	X	X
97	010-D-3001	MECHANICAL SECTIONS		X	X	X
98	010-D-3002	MECHANICAL SECTIONS		X	X	X
99	010-D-4001	MECHANICAL DETAILS				X
100	010-M-2001	BUILDING MECHANICAL PLAN		X	X	X

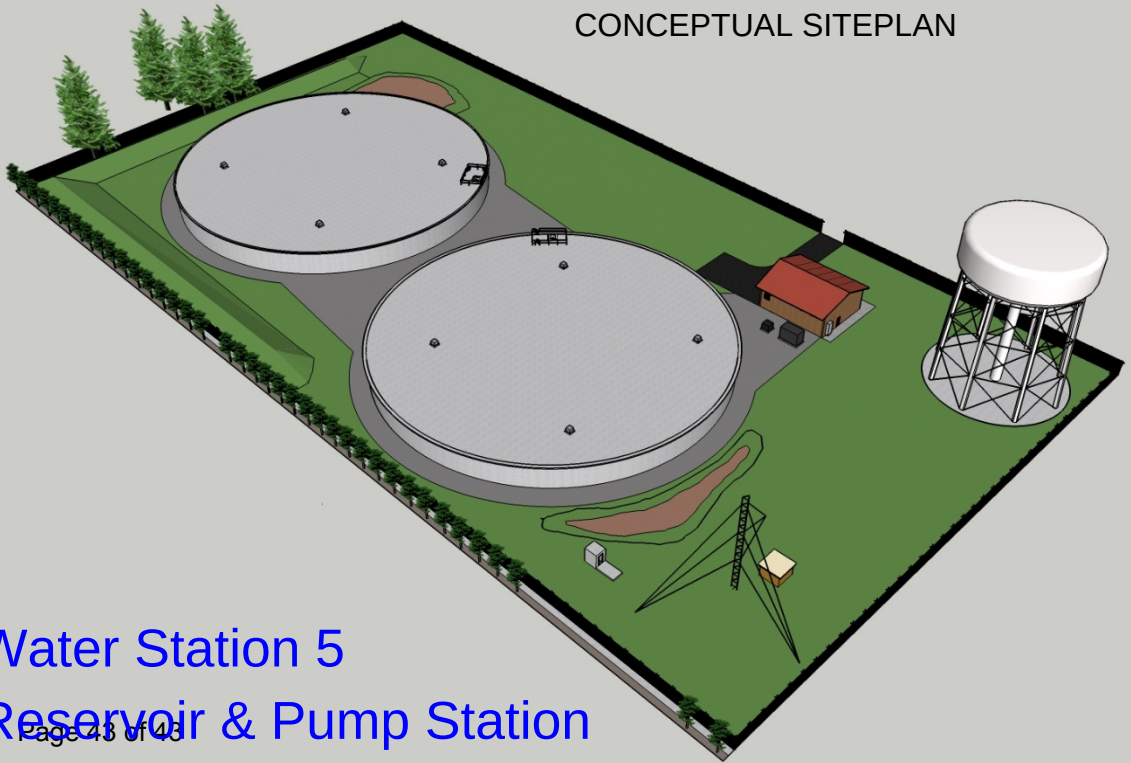
101	010-M-3001	BUILDING MECHANICAL SECTIONS		X	X	X
102	010-M-4001	BUILDING MECHANICAL DETAILS			X	X
103	010-P-2001	PLUMBING PLAN		X	X	X
104	010-M-3001	PLUMBING SECTIONS		X	X	X
105	010-M-4001	PLUMBING DETAILS				X
106	010-E-2001	POWER PLAN		X	X	X
107	010-E-2002	LIGHTING PLAN		X	X	X
108	010-E-4001	SCHEDULES AND DETAILS				X
109	010-E-4001	SCHEDULES AND DETAILS				X
EAST RESERVOIR (R01) (To Be Conducted in MicroStation)						
110	R01-S-2001	STRUCTURAL UNDERDRAIN PLAN & DETAIL		X	X	X
111	R01-S-2002	STRUCTURAL FOUNDATION PLAN	X	X	X	X
112	R01-S-2003	STRUCTURAL ROOF PLAN & PARTIAL PLAN	X	X	X	X
113	R01-S-2004	STRUCTURAL PARTIAL ROOF PLAN		X	X	X
114	R01-S-3001	STRUCTURAL SECTION AND DETAIL	X	X	X	X
115	R01-S-3002	STRUCTURAL SECTION		X	X	X
116	R01-S-3003	STRUCTURAL SECTIONS AND DETAIL		X	X	X
117	R01-S-3004	STRUCTURAL SECTIONS		X	X	X
118	R01-S-4001	STRUCTURAL ENLARGED PLANS & SECTIONS	X	X	X	X
119	R01-S-4002	STRUCTURAL ENLARGED PLANS & SECTIONS	X	X	X	X
120	R01-S-5001	STRUCTURAL DETAILS		X	X	X
121	R01-S-5002	STRUCTURAL DETAILS		X	X	X
122	R01-S-5003	STRUCTURAL DETAILS		X	X	X
123	R01-S-5004	STRUCTURAL DETAILS		X	X	X
124	R01-S-5005	STRUCTURAL DETAILS		X	X	X
125	R01-D-4001	MECHANICAL ENLARGED PLANS & SECTIONS		X	X	X
126	R01-D-4002	MECHANICAL ENLARGED PLANS & SECTIONS		X	X	X
127	R01-E-2003	ELECTRICAL ROOF PLAN		X	X	X
WEST RESERVOIR (R02) (To Be Conducted in MicroStation)						
128	R02-S-2001	STRUCTURAL UNDERDRAIN PLAN		X	X	X
129	R02-S-2002	STRUCTURAL FOUNDATION PLAN	X	X	X	X
130	R02-S-2003	STRUCTURAL ROOF PLAN & PARTIAL PLAN	X	X	X	X
131	R02-S-4001	STRUCTURAL ENLARGED PLANS & SECTIONS	X	X	X	X
132	R02-S-4002	STRUCTURAL ENLARGED PLANS & SECTIONS		X	X	X
133	R02-D-4001	MECHANICAL ENLARGED PLANS & SECTIONS		X	X	X
134	R02-D-4002	MECHANICAL ENLARGED PLANS & SECTIONS		X	X	X
135	R02-E-2003	ELECTRICAL ROOF PLAN		X	X	X
STANDARD DETAILS (99) (To Be Conducted in MicroStation)						
136	99-C-0001	CIVIL DETAILS			X	X
137	99-C-0002	CIVIL DETAILS			X	X

138	99-C-0003	CIVIL DETAILS			X	X
139	99-C-0004	CIVIL DETAILS			X	X
140	99-C-0005	CIVIL DETAILS			X	X
141	99-C-0006	CIVIL DETAILS			X	X
142	99-C-0007	CIVIL DETAILS			X	X
143	99-C-0008	CIVIL DETAILS			X	X
144	99-C-0009	CIVIL DETAILS			X	X
145	99-S-0001	STRUCTURAL DETAILS			X	X
146	99-S-0002	STRUCTURAL DETAILS			X	X
147	99-S-0003	STRUCTURAL DETAILS			X	X
148	99-S-0004	STRUCTURAL DETAILS			X	X
149	99-S-0005	STRUCTURAL DETAILS			X	X
150	99-S-0006	STRUCTURAL DETAILS			X	X
151	99-D-0001	MECHANICAL DETAILS			X	X
152	99-D-0002	MECHANICAL DETAILS			X	X
153	99-D-0003	MECHANICAL DETAILS			X	X
154	99-M-0001	BUILDING MECHANICAL DETAILS			X	X
155	99-M-0002	BUILDING MECHANICAL DETAILS			X	X
156	99-M-0003	BUILDING MECHANICAL DETAILS			X	X
157	99-E-0001	I & C DETAILS			X	X
158	99-E-0002	I & C DETAILS			X	X
159	99-E-0003	ELECTRICAL DETAILS			X	X
160	99-E-0004	ELECTRICAL DETAILS			X	X
161	99-E-0005	ELECTRICAL DETAILS			X	X
REFERENCE DRAWINGS (R) (To Be Conducted in MicroStation)						
-	R-01	EXISTING RESERVOIR FOUNDATION PLAN				X
-	R-02	EXISTING RESERVOIR SECTIONS				X
-	R-03	EXISTING RESERVOIR SECTIONS				X
-	R-04	EXISTING PUMP STATION				X



WATER STATION 5

CONCEPTUAL SITEPLAN



Water Station 5
Reservoir & Pump Station



Staff Report 040-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/6/2020

SUBJECT Washington State Department of Transportation, Aviation Division Grant for Pearson Field

Key Points

- The City will be doing a rehabilitation of the taxiway and apron pavement at Pearson Field Airport in 2020.
- The Federal Aviation Administration (FAA) will be funding 90% of the estimated \$1,809,096 project.
- The Washington State Department of Transportation, Aviation Division has Airport Aid grants that can fund 5% of the project.
- The grant application requires a resolution indicating the City Council's authorization to apply for the grant.

Strategic Plan Alignment

Goal 5, Objective 5.1.2: Develop Pearson Field to optimize its value as a community asset.

Present Situation

The City of Vancouver is receiving a grant from the Federal Aviation Administration (FAA) to fund rehabilitation of the taxiway and apron pavement at Pearson Field Airport in 2020. The project includes grinding off the old asphalt, repaving the taxiway, re-stripping, new taxiway signage and crack repair and pavement slurry seal of the apron. Total cost of the project is estimated to be \$1,809,096. The FAA grant will pay for 90% of the project. WSDOT Aviation Division has Airport Aid grants that can be used as a 5% match for the project. The City, through the Pearson Field budget, would be responsible for the remaining 5%. The grant application requires a resolution indicating the City Council's authorization to apply for the grant.

Advantage(s)

The rehabilitation of the taxiway pavement is an important capital improvement project for Pearson Field. The WSDOT grant could provide an additional 5% of the funding for that project.

Disadvantage(s)

None

Budget Impact

The cost estimate for the project is \$1,809,096. The FAA will pay for 90% of the project. The WSDOT grant will pay for 5% and the City will be responsible for the remaining 5%. There is funding approved for this project in the 2020-2021 Pearson Field budget.

Prior Council Review

None

Action Requested

Adopt a resolution authorizing the City to apply for the Washington State Department of Transportation, Aviation Division, Airport Aid grant for the rehabilitation of taxiway and apron pavement at Pearson Field.

Guy Lennon, Airport Manager, 487-8619

ATTACHMENTS:

- ▣ Resolution

04/06/20

RESOLUTION NO. M-_____

A RESOLUTION authorizing the City of Vancouver to apply for a Washington State Department of Transportation, Aviation Division, Airport Aid grant to fund rehabilitation of the taxiway and apron at Pearson Field Airport.

WHEREAS, the City of Vancouver operates Pearson Field, a general aviation airport which is part of the federally designated Vancouver National Historic Reserve; and

WHEREAS, the City is receiving a grant from the Federal Aviation Administration (FAA) to fund rehabilitation of the taxiway and apron at Pearson Field including grinding off the old asphalt, repaving the taxiway, re-stripping, and crack repair and slurry seal apron and replacement of the electronic guidance; and

WHEREAS the grant from the FAA will fund 90% percent of the estimated \$1,809,098 for the taxiway and apron rehabilitation project; and

WHEREAS, the Washington State Department of Transportation (WSDOT), Aviation Division has Airport Aid grants available that can be used as a 5% match for the runway rehabilitation project; and

WHEREAS, the 2020-2021 budget for Pearson Field, as approved by the City Council, includes matching funds for the taxiway and apron rehabilitation project; and

WHEREAS, the application for the Airport Aid grant requires a resolution indicating the City Council's support for the project and authorization to apply for the grant.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of

RESOLUTION

the City Council in adopting this resolution.

Section 2. The City Council supports the taxiway and apron rehabilitation project, confirms that local matching funds have been appropriated for this project and authorizes the City to apply for grant funding through the Washington Department of Transportation, Aviation Division.

ADOPTED at a Regular Meeting of the Vancouver City Council this 6th day of April, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION

RESOLUTION



Staff Report 041-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/6/2020
4/20/2020

SUBJECT Suspension of base business fee and business license surcharge from April 1, 2020, through March 31, 2021

Key Points

- The City of Vancouver requires businesses located in the incorporated city limits to obtain a business license and pay a fee of \$200 per location plus a \$90 per full time employee (up to 400 employees) business license fee surcharge annually. The resulting revenues fund police operations and transportation programs.
- Businesses renew once annually.
- Coronavirus (COVID-19) pandemic has put a strain on Vancouver businesses, as many businesses have ceased operations to comply with Governor Inslee's orders.
- The City would like to provide financial help to the negatively impacted businesses by suspending the business license fee and surcharge for a 12-month period beginning on April 1, 2020.

Strategic Plan Alignment

Goal 9: Build the strongest, most resilient economy in the region.

Present Situation

The City of Vancouver requires businesses located in the incorporated city limits to obtain a business license and pay a fee of \$200 per location plus a \$90 per full time employee business license fee surcharge annually. On an annual basis, this revenue source generates approximately \$5.5 million for the City. The fees fund police staffing, increased over the last four years, and transportation programs.

Businesses renew their licenses once annually. Those that have already renewed for 2020 would see their paid fees covering year 2021.

Coronavirus (COVID-19) pandemic has put a strain on Vancouver businesses, and many business have ceased operations to comply with Governor Inslee's orders.

The City would like to provide financial help to the negatively impacted businesses by suspending the business license fee and surcharge for a 12-month period beginning on April 1, 2020.

Vancouver Police Department has staff vacancies due to the normal attrition and will likely generate some savings during the remainder of the year to offset the forgone revenue resulting from suspension of the fees. Transportation will delay projects that were anticipated to be funded by the business license fee surcharge until 2021.

Advantage(s)

Suspension of business license fees and per FTE business license surcharge will help businesses weather the impacts of the pandemic and the resulting economic downturn.

Disadvantage(s)

The City would not collect \$5.5 million dollars in revenue.

Budget Impact

The City will not collect an estimated \$5.5 million dollars in revenue in the following 12 months. The impact will be largely offset by salary savings in the General Fund. Transportation will delay capital projects that were anticipated to be funded by the business license fee surcharge revenue.

Prior Council Review

None

Action Requested

On Monday, April 6, 2020, approve the ordinance on first reading, setting the date of second reading and public hearing for Monday, April 20, 2020.

Natasha Ramras, Chief Financial Officer, 487-8484

ATTACHMENTS:

- ▢ Ordinance

04/06/20
04/20/20

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee (VMC 5.04.090) and Business License Fee Surcharge (VMC 5.04.095) suspending the business license fee and business license fee surcharge for renewals during the twelve (12) calendar months beginning on April 1, 2020; providing for implementation of such suspension; and providing for an effective date.

WHEREAS the City adopted the employee business license fee codified at VMC Chapter 5.04.090 in 1954 by Ordinance M-203, which has been most recently amended by Ordinances M-4239 (2018), M-4091 (2014), M-2774 (2006); and

WHEREAS the City adopted the employee business license fee surcharge codified at VMC Chapter 5.04.095 in 2006 by Ordinance M-4192, which has been subsequently amended by Ordinances M-4109 (2014), M-4140 (2015) and M-4192 (2017); and

WHEREAS, on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19), and Declaration of Civil Emergency No. 2020-01 was ratified and affirmed by Resolution M-4061 (2020); and

ORDINANCE - 1

WHEREAS, the COVID-19 pandemic is expected to cause a global economic slowdown, which is anticipated to cause a corresponding economic downturn within the City of Vancouver, resulting in reductions in business activity and adversely impacting the local commercial sector that supports the City's economic vitality; and

WHEREAS, the City Council of the City of Vancouver desires to help mitigate the adverse financial impacts of COVID-19 on the Vancouver commercial sector by suspending the business license fee and business license fee surcharge for a period of one year.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Suspension of the Business License Fee Surcharge. The business license fee surcharge adopted by Ordinance M-3774, which was last amended by Ordinance M-4192 and is codified at Vancouver Municipal Code 5.04.095, is suspended for businesses renewing between April 1, 2020, and March 31, 2021.

Section 2. Suspension of the Business License Fee. The business license fee codified as Vancouver Municipal Code 5.04.090 is suspended for businesses renewing between April 1, 2020, and March 31, 2021.

Section 3. Implementation of the Suspension. This business license fee and business license fee surcharge suspension shall be implemented as follows: (a) no business license fee surcharge payments are imposed during the remaining calendar year 2020 and during the first quarter of 2021; and (b) any business license fee surcharge payments received for the calendar year 2020 shall be applied to the business license fee surcharge imposed during the calendar year 2021.

Section 4. Effective date. This ordinance shall become effective immediately upon passage.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee (VMC 5.04.090) and Business License Surcharge (VMC 5.04.095) suspending the business license fee and surcharge for renewals during the twelve (12) calendar months beginning on April 1, 2020; providing for implementation of such suspension; and providing for an effective date.

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).



Staff Report 042-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/6/2020

SUBJECT Approval of Memorandum of Understanding/Interlocal Agreement Leasing Reserve Fire Engine to Clark County Fire District No. 10

Key Points

- Clark County Fire District No. 10 lost one of its fire engines in a rollover accident on March 30, 2020.
- The City of Vancouver is expecting to receive a new fire engine that will be operational within two months, at which point the City intends to surplus one of its four reserve engines.
- The City of Vancouver has the ability to lease one of its four reserve fire engines to Fire District No. 10 without diminishing the City of Vancouver's ability to respond to fire/EMS calls until the new fire engine is made operational.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Goal 2, Objective 2.2: Increase the level of emergency preparedness in the City as an organization and in the community.

Present Situation

On March 30, 2020, one of Clark County Fire District No. 10's fire engines rolled over while responding to a call believed to be a potential COVID-19 case. As a result, that engine is now inoperable and diminishes District 10's ability to respond to fire/EMS calls during this unprecedented time.

The City of Vancouver Fire Department operates a fleet of ten (10) active fire engines with four (4) fire engines in reserve status. These reserve engines are available and are fully operational in the event one of the active engines breaks down or additional engines are needed beyond the active

fleet's capabilities. Within the next two weeks, the City of Vancouver will obtain a new fire engine, which will become fully operational and replace one of the engines in the active fleet once the Fire Operations Maintenance crew configure the apparatus to be response ready. It is anticipated the new fire engine will be available and fully operational within two months. At that point, the new engine would replace an engine in the active fleet, and the City would surplus one of its reserve fire engines. Until that happens, however, the City is able to lease one of its reserve engines to District 10 to enable it to remain response ready while not diminishing VFD's ability to respond to calls within the City's jurisdiction. The proposed MOU/Interlocal Agreement would extend only until such time as the City surplused the leased fire engine, at which point District 10 could purchase it from the City.

Advantage(s)

Allows the City to assist a neighboring Fire/EMS jurisdiction without jeopardizing or diminishing the City's ability to respond to calls for service.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager and/or Fire Chief or designee to execute documents to lease one of the Vancouver Fire Department's reserve fire engines to Clark County Fire District No. 10 until such time as the City designates that engine as surplus.

Doug Koellermeier, Deputy Fire Chief, 487-7218

ATTACHMENTS:

- MOU/Interlocal Agreement

MEMORANDUM OF UNDERSTANDING AND
INTERLOCAL AGREEMENT TO LEASE PROPERTY

By and Between
The City of Vancouver and Clark County Fire District 10

Whereas, the City of Vancouver (“City”) is a Washington municipal corporation that provides fire protection, fire suppression, and emergency medical services both within its jurisdictional boundaries and outside said boundaries when requested and authorized;

Whereas, Clark County Fire District No. 10 (“CCFD10”) is a political subdivision of the State of Washington under Title 52 RCW that provides fire protection, fire suppression, and emergency medical services both within its jurisdictional boundaries and outside said boundaries when requested and authorized;

Whereas, on March 30, 2020, one of CCFD10’s fire engines rolled over while responding to a call believed to be a potential COVID-19 case, and as a result such engine is now inoperable and diminishing CCFD10’s ability to respond to calls;

Whereas, the City has four fire engines in its reserve fleet in addition to the ten (10) fire engines in its active fleet, and the City can loan CCFD10 one of its reserve engines without diminishing the City’s ability to provide service to the City of Vancouver; and

Whereas, the City has already purchased another fire engine, which is expected to be in the active fleet and fully operational within the next two months, at which time the City intends to surplus one of its reserve engines, thus making the lease described in this agreement one of very short term;

Based on the foregoing, the City and CCFD10 hereby mutually agree as follows:

1. In consideration for the releases and other agreements made herein, the City agrees to lease one of the City’s callback/reserve engines to CCFD10 until such time as the City’s new engine arrives and becomes fully operational.
2. During the time in which the CCFD10 is authorized to use the engine leased by the City as outlined in this agreement, CCFD10 shall ensure that the engine is maintained to current safety and response standards and functionality.

3. In leasing the fire engine to CCFD10, the City makes NO WARRANTIES REGARDING ANY FIRE ENGINE LEASED HEREIN, EXPRESS OR IMPLIED FOR MERCHANTABILITY OR IMPLIED FOR PARTICULAR PURPOSE, AND THE DISTRICT UNDERSTANDS THAT IT ACCEPTS THE FIRE ENGINE IN AN AS IS CONDITION.
4. In the event any repairs or maintenance of any component of the fire engine is necessary during the term of this lease, CCFD10 shall assume all cost and ensure that such repair and maintenance occurs promptly and without delay.
5. CCFD10 agrees to release, holds harmless, defend, and indemnify, the City from any liability, claims, causes of action, or losses asserted against the City arising out of CCFD10's use and/or maintenance of (or failure to maintain) the engine. CCFD10 will carry all necessary property and liability insurance with policy limits of not less than \$1 million providing coverage for incidents and name the City as an additional insured.
6. It is agreed and understood that the City is neither a product seller nor product manufacturer as those terms are defined in chapter 7.72 RCW.
7. No new legal entity is being created by this Agreement.
8. The parties will cover their own administrative overhead costs associated with implementing this Agreement.
9. In the event CCFD10 ceases using the engine for whatever reason, it shall return the same to the City in the same condition as the engine was in at the time this Agreement was first executed with normal wear and tear excepted.
10. Except as otherwise provided herein, this Agreement does not permit the joint or cooperative acquiring, holding and disposing of real and/or personal property.
11. This Memorandum of Understanding/Agreement shall continue in force and effect until one party gives the other fourteen (14) days written notice to terminate, which may be given with or without cause.

Signed this _____ day of _____, 2020.

For the City of Vancouver:

For Clark County Fire District 10:

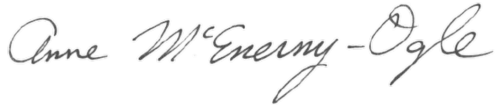
Joe Molina, Fire Chief

Sam Arola, Fire Chief

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:

\$ 20,086,338.86 this 6th day of April 2020.



MAYOR



COUNCILMEMBER



COUNCILMEMBER

DocuSigned by:

Natasha Ramras

AUDITING OFFICER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 10 - March 30	Accounts Payable Checks (see attached)	\$ 13,712,407.06
March 10 - March 30	Hansen City Payments (see attached)	\$ 25,099.44
March 10 - March 30	Visa Refunds (see attached)	\$ 221,621.29
March 10 - March 30	Payroll Checks (see attached)	\$ 6,127,211.07
TOTAL		\$ 20,086,338.86

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	3/2/2020	92,134.39	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	3/9/2020	513.63	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	3/10/2020	91,612.07	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	3/10/2020	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	3/10/2020	7,152.79	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	3/10/2020	189,806.67	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	3/10/2020	49,573.88	ING	
Supplier Payment	Manual Wire	No Reference	3/10/2020	328,708.49	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	3/10/2020	613,824.27	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	3/10/2020	3,721.01	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	3/10/2020	26,884.72	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	3/10/2020	533.40	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	3/10/2020	58,337.91	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	3/10/2020	1,534.04	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	3/10/2020	23,289.98	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/10/2020	424,042.04	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/10/2020	993.70	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	3/10/2020	4,579.46	Washington SDU	
Supplier Payment	Manual Wire	No Reference	3/10/2020	17,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	3/10/2020	17,757.32	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/10/2020	198,750.00	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/11/2020	467,443.72	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	3/11/2020	861,079.66	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	3/11/2020	54,015.70	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	3/12/2020	13,112.69	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	3/12/2020	28,543.93	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	3/12/2020	22,745.37	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	3/12/2020	93.00	State of Washington Department of Licensing	
Supplier Payment	Manual Wire	No Reference	3/12/2020	5,235.00	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	3/13/2020	767,742.62	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	3/17/2020	128,550.30	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	3/17/2020	73.50	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Manual Wire	No Reference	3/17/2020	10,570.20	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	3/19/2020	25.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	3/19/2020	162.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Procurement Card Payment	Manual Wire	No Reference	3/24/2020	609,243.01	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	3/24/2020	25,720.97	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	3/25/2020	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	3/25/2020	7,152.79	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	3/25/2020	189,859.22	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	3/25/2020	24,333.16	ING	
Supplier Payment	Manual Wire	No Reference	3/25/2020	565.26	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	3/25/2020	58,799.33	State of Washington Department of Retirement System (PERS)	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	3/25/2020	1,496.44	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	3/25/2020	23,786.58	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/25/2020	4,456.96	Washington SDU	
Supplier Payment	Manual Wire	No Reference	3/25/2020	20,775.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	3/25/2020	17,522.90	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/26/2020	891,293.54	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	3/26/2020	99.33	State of Arizona	
Supplier Payment	Manual Wire	No Reference	3/26/2020	198.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	3/26/2020	783,515.19	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	3/26/2020	295,869.14	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	3/27/2020	9,387.69	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	3/27/2020	256,553.17	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	3/27/2020	23,534.15	State of Oregon Department of Revenue	
Supplier Payment	EFT	EFT-00046859	3/10/2020	13,765.82	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00046923	3/19/2020	8,500.00	Mark Brown	
Supplier Payment	EFT	EFT-00048983	3/25/2020	12,799.82	Allegiance Benefit Plan Management Inc	
Expense Payment	Direct Deposit	EFT-00046860	3/12/2020	635.59	Patrick Gilbride	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046861	3/12/2020	401.25	Jeff Lynch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046862	3/12/2020	36.00	Tige Harmon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046863	3/12/2020	32.45	Brian Potter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046864	3/12/2020	116.00	Lauren DiPalma	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046865	3/12/2020	80.11	Robert Schoene	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046866	3/12/2020	557.08	Lyle Mann	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046867	3/12/2020	88.76	Freddie Cruz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046868	3/12/2020	60.00	LeMont Lucas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046869	3/12/2020	119.72	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046870	3/12/2020	80.50	Gretchen Rose	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046871	3/12/2020	188.74	Matthew Jackson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046872	3/12/2020	49.74	James Fields	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00046873	3/12/2020	111.50	Jared Caldwell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046874	3/12/2020	111.50	Freddie Cruz	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046875	3/12/2020	111.50	Nicholas Gravelle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046876	3/12/2020	364.00	Nolan Hanson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046877	3/12/2020	66.00	Ryan Laddusaw	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046878	3/12/2020	49.50	Brian Viles	Travel Advance

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Cash Advance Payment	Direct Deposit	EFT-00046879	3/12/2020	73.50	Michael Steuben	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046880	3/12/2020	86.25	Christian Stromme	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046881	3/12/2020	111.50	James Stockton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046882	3/12/2020	364.00	Timothy McMillan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046883	3/12/2020	24.00	Tyler Chavers	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00046884	3/12/2020	111.50	Spencer Stone	Travel Advance
Expense Payment	Direct Deposit	EFT-00046924	3/19/2020	375.64	Glenn Donald	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046925	3/19/2020	88.74	Nicholas Kujava	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046926	3/19/2020	203.25	Margaret Leedom	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046927	3/19/2020	180.00	Joseph Cathey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046928	3/19/2020	184.99	Michael Summerhill	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046929	3/19/2020	73.04	Gerald Schelske	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046930	3/19/2020	173.43	RICHARD GAMBLE	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046931	3/19/2020	60.00	Deborah Pratt-Israel	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046932	3/19/2020	174.00	Jon Morgan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00046933	3/19/2020	133.63	Jennifer Campos	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00048998	3/27/2020	67.56	Stacey Donovan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00048999	3/27/2020	127.50	Brandon Osborn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049000	3/27/2020	225.00	Dallas Eldred	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049001	3/27/2020	60.00	Kathleen McNicholas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049002	3/27/2020	88.91	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049003	3/27/2020	31.50	Tyler Chavers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049004	3/27/2020	225.00	Daniel Avery	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049005	3/27/2020	250.00	Chris Kimberling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049006	3/27/2020	200.52	Shane McKee	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049007	3/27/2020	53.00	McAvoy Shipp	Employee Reimbursement
Supplier Payment	Check	10340	3/10/2020	8,610.62	Aflac	
Supplier Payment	Check	10341	3/10/2020	5,421.29	AFSCME Local #307	
Supplier Payment	Check	10342	3/10/2020	1,962.00	Chapter 13 - Trustee	
Supplier Payment	Check	10343	3/10/2020	20,967.11	IAFF Local #452	
Supplier Payment	Check	10344	3/10/2020	682.50	IAM Local #1374	
Supplier Payment	Check	10345	3/10/2020	76.60	Legal Shield	

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Supplier Payment	Check	10346	3/10/2020	8,732.45	Life Insurance Company of North America	
Supplier Payment	Check	10347	3/10/2020	575.00	MFS Service Center Inc	
Supplier Payment	Check	10348	3/10/2020	75.00	OPEIU Local #11	
Supplier Payment	Check	10349	3/10/2020	4,573.40	OPEIU Local #11	
Supplier Payment	Check	10350	3/10/2020	544.00	Teamsters Local #58	
Supplier Payment	Check	10351	3/10/2020	350.00	UA Local #290	
Supplier Payment	Check	10352	3/10/2020	1,079.81	United Way of the Columbia Willamette	
Supplier Payment	Check	10353	3/10/2020	897.36	Vancouver Command Guild	
Supplier Payment	Check	10354	3/10/2020	12,128.37	Vancouver Police Officer Guild	
Supplier Payment	Check	10355	3/10/2020	2,057.66	Western Conference of Teamsters	
Supplier Payment	Check	10356	3/10/2020	986.98	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	10357	3/11/2020	300.25	Alysia Privrat	Utility Refunds: 0020052400-15
Ad Hoc Payment	Check	10358	3/11/2020	240.88	Barbara Hankins	Utility Refunds: 0054080100-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10359	3/11/2020	216.00	Cadence Sonnenberg and Steven Clunas	Utility Refunds: 0089089045-01
Ad Hoc Payment	Check	10360	3/11/2020	84.10	Cascade West Development Inc	Utility Refunds: 0500002878-01
Ad Hoc Payment	Check	10361	3/11/2020	240.07	Charee Difabio	Utility Refunds: 0012059401-06
Ad Hoc Payment	Check	10362	3/11/2020	69.65	Cynthia Vandervort	Utility Refunds: 0500001318-01
Ad Hoc Payment	Check	10363	3/11/2020	72.83	Dean Dreusike	Utility Refunds: 0113005926-01
Ad Hoc Payment	Check	10364	3/11/2020	189.01	Eric A Sager & Melissa A Sager	Utility Refunds: 0000002419-04
Ad Hoc Payment	Check	10365	3/11/2020	120.30	Eric Niborg & Tammy Hogg-Niborg	Utility Refunds: 0124000134-01
Ad Hoc Payment	Check	10366	3/11/2020	181.17	Erin E Hetzler	Utility Refunds: 0064027100-09
Ad Hoc Payment	Check	10367	3/11/2020	859.34	Gene Head	Utility Refunds: 0089089005-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10368	3/11/2020	42.08	Ginn Property Management	Utility Refunds: 0000008904-01
Ad Hoc Payment	Check	10369	3/11/2020	450.00	Giselle and Don Hepker	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	10370	3/11/2020	1,210.80	Jeffery Merlino	Utility Refunds: 0002041050-03
Ad Hoc Payment	Check	10371	3/11/2020	1,177.01	John R Harvey	Utility Refunds: 0000004351-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10372	3/11/2020	94.86	Joseph A and Diana Christine Hurley	Utility Refunds: 0000007715-02
Ad Hoc Payment	Check	10373	3/11/2020	32.11	Laila Williams	Utility Refunds: 0061033800-08
Ad Hoc Payment	Check	10374	3/11/2020	181.03	Leslie Jean Bettis	Utility Refunds: 0009032500-04
Ad Hoc Payment	Check	10375	3/11/2020	25.58	Manor Homes Washington Inc	Utility Refunds: 0500003142-01
Ad Hoc Payment	Check	10376	3/11/2020	153.40	Mary and Daniel Rowe	Utility Refunds: 0118000233-04
Ad Hoc Payment	Check	10377	3/11/2020	2,232.45	Molecular Testing Labs	Utility Refunds: 0098010150-00
Ad Hoc Payment	Check	10378	3/11/2020	553.47	NBP St Johns Park LLC	Utility Refunds: 0144019002-02
Ad Hoc Payment	Check	10379	3/11/2020	66.70	Robert Schwartz	Utility Refunds: 0067026912-02
Ad Hoc Payment	Check	10380	3/11/2020	124.50	Sara E Van Kuren	Utility Refunds: 0000001398-03
Ad Hoc Payment	Check	10381	3/11/2020	25.58	Urban NW Homes LLC	Utility Refunds: 0500002134-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10382	3/11/2020	40.00	Vancouver Roofing & Sheet Metal	Utility Refunds: 0014054000-00
Ad Hoc Payment	Check	10383	3/11/2020	37.13	William Burkett	Utility Refunds: 0055013800-05
Ad Hoc Payment	Check	10384	3/10/2020	370.00	Abra Auto Body & Glass LP	refund alarm
Ad Hoc Payment	Check	10385	3/11/2020	20.00	Black Rock Coffee	refund alarm
Ad Hoc Payment	Check	10386	3/11/2020	194.60	Church of Christ at Portland	Refund#2000322.082/Permit#R9013
Ad Hoc Payment	Check	10387	3/11/2020	20.00	Columbia River Veterinary Specialists	refund alarm
Ad Hoc Payment	Check	10388	3/11/2020	20.00	Eric Robinson	refund alarm
Ad Hoc Payment	Check	10389	3/11/2020	945.22	Gail Nestlerode	20191011
Ad Hoc Payment	Check	10390	3/11/2020	20.00	Jason Danley	refund alarm
Ad Hoc Payment	Check	10391	3/11/2020	59.38	Johansen Electric Inc.	MPE-278804 refund
Ad Hoc Payment	Check	10392	3/11/2020	647.17	Kevin Harris	Travel reimbursement
Ad Hoc Payment	Check	10393	3/11/2020	80.00	Low Bar	refund alarm

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Ad Hoc Payment	Check	10394	3/11/2020	20.00	Mayela/Lucio Carillo	refund alarm
Ad Hoc Payment	Check	10395	3/11/2020	43.35	Michael Ahlfors	Treefund reimbursement
Ad Hoc Payment	Check	10396	3/11/2020	50.00	Olive Garden Restaurant #1131	refund CIVICGOV
Ad Hoc Payment	Check	10397	3/11/2020	186.25	PHS AFJROTC-Davis	Refund#2000321.082/Permit#R7360
Ad Hoc Payment	Check	10398	3/11/2020	132.00	Prairie Electric	MPE-272973 refund
Ad Hoc Payment	Check	10399	3/11/2020	132.00	Prairie Electric	MPE-272972 refund
Ad Hoc Payment	Check	10400	3/11/2020	132.00	Prairie Electric	MPE-272971 refund
Ad Hoc Payment	Check	10401	3/11/2020	132.00	Prairie Electric	MPE-272970 refund
Ad Hoc Payment	Check	10402	3/11/2020	308.00	Prairie Electric	MPE-272969 refund
Ad Hoc Payment	Check	10403	3/11/2020	836.00	Prairie Electric	MPE-272968 refund
Ad Hoc Payment	Check	10404	3/11/2020	836.00	Prairie Electric	MPE-272967 refund
Ad Hoc Payment	Check	10405	3/11/2020	660.00	Prairie Electric	MPE-272961 refund
Ad Hoc Payment	Check	10406	3/11/2020	660.00	Prairie Electric	MPE-272955 refund
Ad Hoc Payment	Check	10407	3/11/2020	132.00	Prairie Electric	MPE-272976 refund
Ad Hoc Payment	Check	10408	3/11/2020	660.00	Prairie Electric	MPE-272952 refund
Ad Hoc Payment	Check	10409	3/11/2020	132.00	Prairie Electric	MPE-272983 refund
Ad Hoc Payment	Check	10410	3/11/2020	132.00	Prairie Electric	MPE-272982 refund
Ad Hoc Payment	Check	10411	3/11/2020	132.00	Prairie Electric	MPE-272981 refund
Ad Hoc Payment	Check	10412	3/11/2020	132.00	Prairie Electric	MPE-272980 refund
Ad Hoc Payment	Check	10413	3/11/2020	132.00	Prairie Electric	MPE-272979 refund
Ad Hoc Payment	Check	10414	3/11/2020	132.00	Prairie Electric	MPE-272978 refund
Ad Hoc Payment	Check	10415	3/11/2020	132.00	Prairie Electric	MPE-272977 refund
Ad Hoc Payment	Check	10416	3/11/2020	132.00	Prairie Electric	MPE-272975 refund
Ad Hoc Payment	Check	10417	3/11/2020	132.00	Prairie Electric	MPE-272974 refund
Ad Hoc Payment	Check	10418	3/11/2020	20.00	Romulus Tuluc	refund alarm
Ad Hoc Payment	Check	10419	3/11/2020	437.95	Shannon Wade	MPE-277433 refund
Ad Hoc Payment	Check	10420	3/11/2020	1,857.60	Sil L. Arata	20200117
Ad Hoc Payment	Check	10421	3/11/2020	451.53	Sterling Design	ENG-78041 refund
Ad Hoc Payment	Check	10422	3/11/2020	20.00	St John Chevron	refund alarm
Ad Hoc Payment	Check	10423	3/11/2020	59.38	VPE Electrical Services	MPE-278094 refund
Ad Hoc Payment	Check	10424	3/10/2020	20.00	Wendy Jo Gonzales Scott	refund alarm
Ad Hoc Payment	Check	10425	3/11/2020	57.09	Western Plumbing Inc.	MPE-270754 refund
Supplier Payment	Check	10426	3/11/2020	442.19	Accurate Corporate Services Inc	
Supplier Payment	Check	10427	3/11/2020	4,725.00	Action Onsite Inc	
Supplier Payment	Check	10428	3/11/2020	585.36	Action Technology Systems	
Supplier Payment	Check	10429	3/11/2020	413.00	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	10430	3/11/2020	798.00	Allegheny Answering Services	
Supplier Payment	Check	10431	3/11/2020	10,890.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	10432	3/11/2020	300.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	10433	3/11/2020	208.92	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	10434	3/11/2020	2,730.00	Arborscape Ltd Inc	
Supplier Payment	Check	10435	3/11/2020	1,318.47	Archaeological Services LLC	
Supplier Payment	Check	10436	3/11/2020	440.61	Blairco Inc	
Supplier Payment	Check	10437	3/11/2020	11,209.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	10438	3/11/2020	6,347.05	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	10439	3/11/2020	22,722.43	Century West Engineering Corp	
Supplier Payment	Check	10440	3/11/2020	9,822.27	CFM Strategic Communications Inc	

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Supplier Payment	Check	10441	3/11/2020	189,096.31	CH2M Hill Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	10442	3/11/2020	200.00	Charles Suniga	
Supplier Payment	Check	10443	3/11/2020	975.00	Chicago Title Company of WA	
Supplier Payment	Check	10444	3/11/2020	565.20	Cintas Fire Protection - Remit-To: Cintas Fire Protection - Cincinnati	
Supplier Payment	Check	10445	3/11/2020	10.70	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	10446	3/11/2020	3,454.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	10447	3/11/2020	112,976.64	Columbia Ford Inc	
Supplier Payment	Check	10448	3/11/2020	1,854.80	Columbia Precast Products, LLC	
Supplier Payment	Check	10449	3/11/2020	287.80	Corporate Translation Services Inc	
Supplier Payment	Check	10450	3/11/2020	713.74	Corwin Beverage	
Supplier Payment	Check	10451	3/11/2020	333.25	Courier Northwest	
Supplier Payment	Check	10452	3/11/2020	3,235.74	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	10453	3/11/2020	25,009.54	Cummin Inc	
Supplier Payment	Check	10454	3/11/2020	3,219.56	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	10455	3/11/2020	153,504.22	Dell Marketing LP	
Supplier Payment	Check	10456	3/11/2020	3,441.10	Eagle Newspaper Inc	
Supplier Payment	Check	10457	3/11/2020	850.00	Examworks Inc - Remit-To: Examworks - Lawrenceville	
Supplier Payment	Check	10458	3/11/2020	4,312.50	Exigy LLC - Remit-To: Exigy LLC	
Supplier Payment	Check	10459	3/11/2020	1,094.84	Fire Systems West	
Supplier Payment	Check	10460	3/11/2020	48,220.59	George Elevator Service LLC	
Supplier Payment	Check	10461	3/11/2020	85,309.48	Gordon Truck Centers	
Supplier Payment	Check	10462	3/11/2020	10,217.16	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	10463	3/11/2020	1,770.17	H D Fowler Company Inc	
Supplier Payment	Check	10464	3/11/2020	4,583.34	Hispanic Metropolitan Chamber	
Supplier Payment	Check	10465	3/11/2020	2,268.74	HMI Oregon	
Supplier Payment	Check	10466	3/11/2020	579.47	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	10467	3/11/2020	4,873.42	Interior Office Solutions	
Supplier Payment	Check	10468	3/11/2020	1,570.00	Invintus Media Inc	
Supplier Payment	Check	10469	3/11/2020	525.80	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	10470	3/11/2020	3,526.00	I T Verdin Company	
Supplier Payment	Check	10471	3/11/2020	2,250.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	10472	3/11/2020	18,500.00	Katherine Oman	
Supplier Payment	Check	10473	3/11/2020	370.76	Kittelson & Associates Inc	
Supplier Payment	Check	10474	3/11/2020	15.96	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	10475	3/11/2020	227,952.19	Leotek Electronics USA LLC - Remit-To: Leotek - City of Industry	
Supplier Payment	Check	10476	3/11/2020	3,758.40	Lifeline Connections	
Supplier Payment	Check	10477	3/11/2020	4,335.33	Lois D Cohen Associates - Remit-To: Supplier Lois D Cohen Associates	
Supplier Payment	Check	10478	3/11/2020	6,239.96	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	10479	3/11/2020	3,895.00	MacDonald-Miller Facility Solutions Inc	
Supplier Payment	Check	10480	3/11/2020	40,332.88	MacKay Sposito Inc	
Supplier Payment	Check	10481	3/11/2020	2,470.00	Maria Tunno	
Supplier Payment	Check	10482	3/11/2020	201,250.02	McClure and Sons Inc.	
Supplier Payment	Check	10483	3/11/2020	5,500.00	Minister & Glaeser Surveying Inc	
Supplier Payment	Check	10484	3/11/2020	81.33	Munnell-Sherrill Inc	

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Supplier Payment	Check	10485	3/11/2020	936.55	Net Transcripts Inc	
Supplier Payment	Check	10486	3/11/2020	246.39	Northwest Cascade Inc	
Supplier Payment	Check	10487	3/11/2020	1,492.65	One Call Concepts Inc	
Supplier Payment	Check	10488	3/11/2020	8,930.00	Parkeon	
Supplier Payment	Check	10489	3/11/2020	27.30	Parkmobile USA Inc	
Supplier Payment	Check	10490	3/11/2020	3,592.81	PPC Solutions Inc	
Supplier Payment	Check	10491	3/11/2020	660.00	Public Safety Testing Inc	
Supplier Payment	Check	10492	3/11/2020	6,732.00	R & M Plant Procurement	
Supplier Payment	Check	10493	3/11/2020	6,563.75	Rapid Response Bio Clean	
Supplier Payment	Check	10494	3/11/2020	208.67	Rentokil North America Inc	
Supplier Payment	Check	10495	3/11/2020	5,003.72	Retail Lockbox Inc	
Supplier Payment	Check	10496	3/11/2020	260.75	Richard L Hepper	
Supplier Payment	Check	10497	3/11/2020	1,809.81	River City Environmental	
Supplier Payment	Check	10498	3/11/2020	810,261.36	Rotschy Inc	
Supplier Payment	Check	10499	3/11/2020	49.35	State of Oregon	
Supplier Payment	Check	10500	3/11/2020	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	Check	10501	3/11/2020	131.39	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	10502	3/11/2020	605.75	State of Washington State Patrol	
Supplier Payment	Check	10503	3/11/2020	116.46	Stericycle Inc	
Supplier Payment	Check	10504	3/11/2020	5,295.34	SuperTrees Inc	
Supplier Payment	Check	10505	3/11/2020	3,871.05	Synergy Litigation Support Services Inc - Remit-To: Synergy Legal	
Supplier Payment	Check	10506	3/11/2020	99.45	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	Check	10507	3/11/2020	227,351.38	Tapani Inc	
Supplier Payment	Check	10508	3/11/2020	7,904.00	The Noble Foundation	
Supplier Payment	Check	10509	3/11/2020	1,307.00	Toole Design Group, LLC	
Supplier Payment	Check	10510	3/11/2020	789.80	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	10511	3/11/2020	830.34	Triple J Enterprises	
Supplier Payment	Check	10512	3/11/2020	187.00	Vancouver Aire LLC	
Supplier Payment	Check	10513	3/11/2020	8,663.74	Walter E Nelson Company	
Supplier Payment	Check	10514	3/11/2020	1,845.67	Wapiti NW LLC	
Supplier Payment	Check	10515	3/11/2020	548.58	Washington Association of Conservation Districts	
Supplier Payment	Check	10516	3/11/2020	300.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	10517	3/11/2020	2,900.70	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10518	3/11/2020	58.00	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	10519	3/11/2020	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	10520	3/11/2020	9,268.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	10521	3/11/2020	8,030.74	AT & T Mobility II LLC	
Supplier Payment	Check	10522	3/11/2020	545.24	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	10523	3/11/2020	956.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	10524	3/11/2020	914.15	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	10525	3/11/2020	30.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	10526	3/11/2020	101.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	10527	3/11/2020	288.26	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10528	3/11/2020	241.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10529	3/11/2020	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10530	3/11/2020	193.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10531	3/11/2020	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10532	3/11/2020	151.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10533	3/11/2020	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10534	3/11/2020	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10535	3/11/2020	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10536	3/11/2020	24.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10537	3/11/2020	18,150.58	Folden Construction	
Supplier Payment	Check	10538	3/11/2020	123.50	H&H Wood Recyclers	
Supplier Payment	Check	10539	3/11/2020	18,798.33	Marcella Fleming Reed	
Supplier Payment	Check	10540	3/11/2020	10,042.93	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	10541	3/11/2020	438.00	Petty Cash Custodian - Remit-To: Chad Williams	
Supplier Payment	Check	10542	3/11/2020	715.35	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	10543	3/11/2020	42,000.00	Roger A Bennett Attorney at Law	
Supplier Payment	Check	10544	3/11/2020	552.00	Rotschy Inc	
Supplier Payment	Check	10545	3/11/2020	340.60	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	10546	3/11/2020	1,310.52	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Check	10547	3/11/2020	40.50	Talmadge/Fitzpatrick PLLC	
Supplier Payment	Check	10548	3/11/2020	591.00	Triangle Resources Inc	
Supplier Payment	Check	10549	3/11/2020	55.05	United Parcel Service	
Supplier Payment	Check	10550	3/11/2020	10,000.00	United States Postal Service - Remit-To: United States Postal Service Carol Stream IL	
Supplier Payment	Check	10551	3/11/2020	52,498.85	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Check	10552	3/11/2020	21,123.42	Williams Kastner & Gibbs PLLC - Remit-To: Williams Kastner - Seattle	
Supplier Payment	Check	10553	3/12/2020	138,989.82	Wilson Oil Inc	
Ad Hoc Payment	Check	10554	3/18/2020	50.00	Alice Mundy	Trip Refunds due to COVID-19
Ad Hoc Payment	Check	10555	3/18/2020	93.60	Andria Holbrook	Voucher #2004088.030
Ad Hoc Payment	Check	10556	3/18/2020	78.94	Arllys K Borjesson	Feb 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10557	3/18/2020	10.00	Carl Crosiar	Activity Refund due to COVID-19
Ad Hoc Payment	Check	10558	3/18/2020	16.00	Carolyn Shelby	Voucher #2004060.030
Ad Hoc Payment	Check	10559	3/18/2020	2,765.00	Cascade West Development LLC	SWR-278763 refund
Ad Hoc Payment	Check	10560	3/18/2020	183.00	Chris West	voucher #2004187.030
Ad Hoc Payment	Check	10561	3/18/2020	58.40	Crown Electric	MPE-278828 refund
Ad Hoc Payment	Check	10562	3/18/2020	395.00	Dank Cannabis	Business license refund
Ad Hoc Payment	Check	10563	3/18/2020	43.80	David Jacky	Feb 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10564	3/18/2020	60.00	Dianne Hanawalt	Activity Refund due to COVID-19

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	10565	3/18/2020	520.00	Fish Passage Center	Refund Voucher #2000333.082
Ad Hoc Payment	Check	10566	3/18/2020	82.50	Fort Vancouver Regional Library	Refund Voucher#2000334.082
Ad Hoc Payment	Check	10567	3/18/2020	186.00	Jim Borden	Activity Refunds due to COVID-19
Ad Hoc Payment	Check	10568	3/18/2020	7,675.12	John Reiley	20200210
Ad Hoc Payment	Check	10569	3/18/2020	50.00	Karen Bruechert	Damage Deposit Refund Permit #R8912
Ad Hoc Payment	Check	10570	3/18/2020	83.82	Kevin Grant	Feb 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10571	3/18/2020	20.00	Kevin Paff	Feb 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10572	3/18/2020	790.00	Kimcher Rancher	Rental Permit #R8629 Refund
Ad Hoc Payment	Check	10573	3/18/2020	92.00	Kyle Phipps-Davisson	Activity Refunds due to COVID-19
Ad Hoc Payment	Check	10574	3/18/2020	344.86	LIA NAGASE	Voucher #2004004.030
Ad Hoc Payment	Check	10575	3/18/2020	69.00	Linda Thompson	Feb 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10576	3/18/2020	550.00	Nihad Valjevac	Damage Deposit Refund - Permit #R8069
Ad Hoc Payment	Check	10577	3/18/2020	150.00	PEACEHEALTH-SWMC	Refund Voucher #2000330.082
Ad Hoc Payment	Check	10578	3/18/2020	200.00	Philadelphia Church of God	Refund Voucher #2000336.082
Ad Hoc Payment	Check	10579	3/18/2020	80.00	Ramona Perkins	Jan/Feb 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10580	3/18/2020	32.36	Ramona Perkins	January 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10581	3/18/2020	60.00	Rebecca Loewen	Activity Refund due to COVID-19
Ad Hoc Payment	Check	10582	3/18/2020	19.18	Roger Rohwedder	Feb 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10583	3/18/2020	30.50	Sheng-Ling Coady	Voucher 2004049.030
Ad Hoc Payment	Check	10584	3/18/2020	59.38	Squires Electric Inc	MPE-278605 refund
Ad Hoc Payment	Check	10585	3/18/2020	58.09	Suzan Heglin	Feb 2020 - Reimb. for meals/ admission/ parking
Ad Hoc Payment	Check	10586	3/18/2020	36.00	Vanessa Mendez Torres	Prorated Refund for March Swim Lessons
Ad Hoc Payment	Check	10587	3/18/2020	66.00	Wyatt Fire Protection Inc	FRI-277967 refund
Ad Hoc Payment	Check	10588	3/18/2020	168.08	Atkinson,Lori	Utility Refunds: 0079046700-07
Ad Hoc Payment	Check	10589	3/18/2020	19.18	Baze Trustees,Charles P and Margaret A	Utility Refunds: 0069034800-02
Ad Hoc Payment	Check	10590	3/18/2020	12.50	Donald & Brenda Boitano	Utility Refunds: 0078099890-01
Ad Hoc Payment	Check	10591	3/18/2020	27,492.98	Glenwood Place LLC	Utility Refunds: 0014077300-00
Ad Hoc Payment	Check	10592	3/18/2020	7,418.71	Glenwood Place LLC	Utility Refunds: 0014077300-00
Ad Hoc Payment	Check	10593	3/18/2020	59.00	Jason Phelan	Utility Refunds: 0000006178-02
Ad Hoc Payment	Check	10594	3/18/2020	340.32	John D Vetsch	Utility Refunds: 0114005008-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10595	3/18/2020	70.27	Jon Wimber	Utility Refunds: 0086037000-10
Ad Hoc Payment	Check	10596	3/18/2020	45.68	Karen Haske	Utility Refunds: 0019005600-06
Ad Hoc Payment	Check	10597	3/18/2020	165.91	Karin M Fitzmaurice	Utility Refunds: 0072029320-04
Ad Hoc Payment	Check	10598	3/18/2020	22.77	Manor Homes Washington Inc.	Utility Refunds: 0500002493-01
Ad Hoc Payment	Check	10599	3/18/2020	257.50	Planet Home Lending	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	10600	3/18/2020	41,870.93	Port Of Vancouver USA	Utility Refunds: 0013012800-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10601	3/18/2020	66.98	Ryan & Amanda Moor	Utility Refunds: 0039062700-04
Ad Hoc Payment	Check	10602	3/18/2020	93.00	Ryan Baker	Utility Refunds: 0019005600-06
Ad Hoc Payment	Check	10603	3/18/2020	982.78	Sandra Kondos	Utility Refunds: 0101000850-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10604	3/18/2020	345.08	Scott Sr.Robert	Utility Refunds: 0005035300-04 Consolidated refund created from multiple refunds
Supplier Payment	Check	10605	3/18/2020	3,322.56	Action Technology Systems	
Supplier Payment	Check	10606	3/18/2020	225.00	Adaptive Insights LLC	
Supplier Payment	Check	10607	3/18/2020	178,975.34	Advanced Excavating Specialists LLC	
Supplier Payment	Check	10608	3/18/2020	557.72	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	10609	3/18/2020	12,580.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	10610	3/18/2020	83.56	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	10611	3/18/2020	19,275.89	Arborscape Ltd Inc	
Supplier Payment	Check	10612	3/18/2020	910.41	Archaeological Investigations Northwest Inc	
Supplier Payment	Check	10613	3/18/2020	34,958.47	Aronson Security Group	
Supplier Payment	Check	10614	3/18/2020	3,981.81	Blairco Inc	
Supplier Payment	Check	10615	3/18/2020	250.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	10616	3/18/2020	4,634.10	Bugaboo Pest Control LLC	
Supplier Payment	Check	10617	3/18/2020	2,020.32	Cascade Centers Inc	
Supplier Payment	Check	10618	3/18/2020	14,662.86	CECO Inc	
Supplier Payment	Check	10619	3/18/2020	1,279.48	Clark County Historical Society	
Supplier Payment	Check	10620	3/18/2020	2,730.00	Clark County - Remit-To: Clark County Public Health	
Supplier Payment	Check	10621	3/18/2020	10,000.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	10622	3/18/2020	3,845.00	Code Publishing Co	
Supplier Payment	Check	10623	3/18/2020	48,936.10	Columbia Ford Inc	
Supplier Payment	Check	10624	3/18/2020	1,293.22	Combined Systems Inc	
Supplier Payment	Check	10625	3/18/2020	6,239.46	Consolidated Electrical Distribution	
Supplier Payment	Check	10626	3/18/2020	694.24	Consolidated Supply Co	
Supplier Payment	Check	10627	3/18/2020	774.64	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	10628	3/18/2020	333.25	Courier Northwest	
Supplier Payment	Check	10629	3/18/2020	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	10630	3/18/2020	100,972.09	Del Sol Inc	
Supplier Payment	Check	10631	3/18/2020	1,409.20	Distinctive Landscape LLC	
Supplier Payment	Check	10632	3/18/2020	275.00	ERF Company Inc	
Supplier Payment	Check	10633	3/18/2020	7,560.00	Eric Thomas Lanciuit	
Supplier Payment	Check	10634	3/18/2020	7,467.73	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	10635	3/18/2020	1,002.70	Fire Systems West	
Supplier Payment	Check	10636	3/18/2020	9,017.75	Gallagher Bassett Services Inc	
Supplier Payment	Check	10637	3/18/2020	3,339.81	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	10638	3/18/2020	2,930.65	George Elevator Service LLC	
Supplier Payment	Check	10639	3/18/2020	162,134.11	Granite Construction Company	
Supplier Payment	Check	10640	3/18/2020	442.01	Harrys Key Service Inc	
Supplier Payment	Check	10641	3/18/2020	13,042.86	HDR Engineering Inc	
Supplier Payment	Check	10642	3/18/2020	273.86	Jessica Albert - Remit-To: Albert Investigations LLC	
Supplier Payment	Check	10643	3/18/2020	148.00	Kaiser Permanente	
Supplier Payment	Check	10644	3/18/2020	5,772.00	Keiths Sporting Goods Inc	
Supplier Payment	Check	10645	3/18/2020	1,562.50	Kramer Gehlen & Associates	
Supplier Payment	Check	10646	3/18/2020	2,515.97	Lakeside Industries Inc - Remit-To: Lakeside - Issaquah	
Supplier Payment	Check	10647	3/18/2020	1,301.24	Latino Community Resource Group	
Supplier Payment	Check	10648	3/18/2020	102.15	Legacy Laboratory Services Inc	
Supplier Payment	Check	10649	3/18/2020	578.20	Lois D Cohen Associates	
Supplier Payment	Check	10650	3/18/2020	2,656.00	LSW Architects PC	
Supplier Payment	Check	10651	3/18/2020	26,860.58	Mackenzie Engineering Inc	
Supplier Payment	Check	10652	3/18/2020	1,680.00	Marquam Group LTD	
Supplier Payment	Check	10653	3/18/2020	8,749.05	Maul Foster & Alongi Inc	
Supplier Payment	Check	10654	3/18/2020	35,509.67	Med-Eng LLC	
Supplier Payment	Check	10655	3/18/2020	7,306.16	North Side Electric Inc	
Supplier Payment	Check	10656	3/18/2020	102.50	Northwest Drug-Safe LLC	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	10657	3/18/2020	5,067.25	Otak Inc	
Supplier Payment	Check	10658	3/18/2020	856.36	Pacific Power Group LLC	
Supplier Payment	Check	10659	3/18/2020	45,141.51	PBS Engineering and Environmental Inc	
Supplier Payment	Check	10660	3/18/2020	365.99	Porter W Yett Company	
Supplier Payment	Check	10661	3/18/2020	47,884.61	PPC Solutions Inc	
Supplier Payment	Check	10662	3/18/2020	520.44	Praxair Distribution Inc	
Supplier Payment	Check	10663	3/18/2020	247.56	Progress Electric LLC	
Supplier Payment	Check	10664	3/18/2020	1,494.83	Projects NW LLC	
Supplier Payment	Check	10665	3/18/2020	1,631.86	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	Check	10666	3/18/2020	4,000.00	Salazar Architect Inc	
Supplier Payment	Check	10667	3/18/2020	2,597.42	SME Solutions LLC	
Supplier Payment	Check	10668	3/18/2020	29,800.00	Southwest Washington Humane Society	
Supplier Payment	Check	10669	3/18/2020	1,352.82	Towing & Recovering Services Inc	
Supplier Payment	Check	10670	3/18/2020	8,062.80	TV Etc ESD 112	
Supplier Payment	Check	10671	3/18/2020	699.50	Universal Field Services Inc	
Supplier Payment	Check	10672	3/18/2020	1,084.00	US Water Services Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	10673	3/18/2020	229.00	Vast Data Concepts	
Supplier Payment	Check	10674	3/18/2020	3,495.90	Wagsys LLC	
Supplier Payment	Check	10675	3/18/2020	500.00	Walker Design Studio	
Supplier Payment	Check	10676	3/18/2020	21,225.00	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10677	3/18/2020	400.00	Waterways Inc	
Supplier Payment	Check	10678	3/18/2020	1,907.74	Wilson Oil Inc	
Supplier Payment	Check	10679	3/18/2020	3,199.04	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	10680	3/18/2020	875.50	Yakima County	
Supplier Payment	Check	10681	3/18/2020	75.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	10682	3/18/2020	4,224.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	10683	3/18/2020	408,423.02	Clark Public Utility District No. 1	
Supplier Payment	Check	10684	3/18/2020	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10685	3/18/2020	267.22	Evergreen School District 114	
Supplier Payment	Check	10686	3/18/2020	40.69	Frontier Communications	
Supplier Payment	Check	10687	3/18/2020	1,602.32	Keating Bucklin & McCormack Inc PS	
Supplier Payment	Check	10688	3/18/2020	34,744.83	Life Insurance Company of North America	
Supplier Payment	Check	10689	3/18/2020	9,470.91	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	10690	3/18/2020	856.00	Rotschy Inc	
Supplier Payment	Check	10691	3/18/2020	111.63	United Parcel Service	
Ad Hoc Payment	Check	10692	3/20/2020	1,150.76	Turlay, Janie	Utility Refunds: 0000002484-04
Supplier Payment	Check	10693	3/25/2020	8,610.62	Aflac	
Supplier Payment	Check	10694	3/25/2020	5,453.14	AFSCME Local #307	
Supplier Payment	Check	10695	3/25/2020	1,962.00	Chapter 13 - Trustee	
Supplier Payment	Check	10696	3/25/2020	26,405.34	IAFF Local #452	
Supplier Payment	Check	10697	3/25/2020	682.50	IAM Local #1374	
Supplier Payment	Check	10698	3/25/2020	76.60	Legal Shield	
Supplier Payment	Check	10699	3/25/2020	8,720.95	Life Insurance Company of North America	
Supplier Payment	Check	10700	3/25/2020	575.00	MFS Service Center Inc	
Supplier Payment	Check	10701	3/25/2020	4,573.40	OPEIU Local #11	
Supplier Payment	Check	10702	3/25/2020	75.00	OPEIU Local #11	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	10703	3/25/2020	576.00	Teamsters Local #58	
Supplier Payment	Check	10704	3/25/2020	350.00	UA Local #290	
Supplier Payment	Check	10705	3/25/2020	1,078.97	United Way of the Columbia Willamette	
Supplier Payment	Check	10706	3/25/2020	897.36	Vancouver Command Guild	
Supplier Payment	Check	10707	3/25/2020	11,343.21	Vancouver Police Officer Guild	
Supplier Payment	Check	10708	3/25/2020	2,182.66	Western Conference of Teamsters	
Supplier Payment	Check	10709	3/25/2020	976.00	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	10710	3/25/2020	43.37	April Barazowski	Utility Refunds: 0085082000-19
Ad Hoc Payment	Check	10711	3/25/2020	81.54	CIADELLE LLC	Utility Refunds: 0009075300-14
Ad Hoc Payment	Check	10712	3/25/2020	35.76	Estate of Ira Merlin Linson	Utility Refunds: 0000001667-02
Ad Hoc Payment	Check	10713	3/25/2020	1,356.53	Groom, Kumiko	Utility Refunds: 0087024026-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10714	3/25/2020	47.71	House On The Green LLC	Utility Refunds: 0085092700-10
Ad Hoc Payment	Check	10715	3/25/2020	126.75	Jeremy Lafave	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	10716	3/25/2020	300.00	London, Margaret	Utility Refunds: 0061034413-26
Ad Hoc Payment	Check	10717	3/25/2020	90.10	Misty R Wilhelm	Utility Refunds: 0017044200-15
Ad Hoc Payment	Check	10718	3/25/2020	300.30	Nina Kalachik	Utility Refunds: 0500001041-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10719	3/25/2020	121.88	PHILIP GORDON	Utility Refunds: 0000002764-02
Ad Hoc Payment	Check	10720	3/25/2020	2,000.00	Stephenson, Angeline	Utility Refunds: 0112000382-04
Ad Hoc Payment	Check	10721	3/25/2020	198.00	Stilwell, John	Utility Refunds: 0022015100-02
Ad Hoc Payment	Check	10722	3/25/2020	40.00	Vincent and Farah Sergi	Utility Refunds: 0158001640-04
Ad Hoc Payment	Check	10723	3/25/2020	20.63	Zachary & April Barazowski	Utility Refunds: 0085082000-19
Ad Hoc Payment	Check	10724	3/25/2020	20.00	Alan Poppens	refund alarm
Ad Hoc Payment	Check	10725	3/25/2020	19.09	ALASON NOVINGER	VOUCHER 2005077.030
Ad Hoc Payment	Check	10726	3/25/2020	35.00	Alexis Setondji	refund overpmt pkg cit 7200818977
Ad Hoc Payment	Check	10727	3/25/2020	32.51	AMY OHARA	VOUCHER 2005198.030
Ad Hoc Payment	Check	10728	3/25/2020	79.68	Andrew Robinson	refund pkg permit COV09584
Ad Hoc Payment	Check	10729	3/25/2020	57.00	Anita Drake	refund pkg permit COV09645
Ad Hoc Payment	Check	10730	3/25/2020	25.00	Bane Braunschweig	refund overpmt pkg cit 7201709552
Ad Hoc Payment	Check	10731	3/25/2020	26.01	BETSY HEMPHILL	VOUCHER 2004560.030
Ad Hoc Payment	Check	10732	3/25/2020	17.03	BONNIE BASSETT	VOUCHER 2005199.030
Ad Hoc Payment	Check	10733	3/25/2020	32.51	BRIDGET ELLIS	VOUCHER 2004922.030
Ad Hoc Payment	Check	10734	3/25/2020	26.01	CARIE SCRUGGS	VOUCHER 2004582.030
Ad Hoc Payment	Check	10735	3/25/2020	36.64	CARL GREEN	VOUCHER 2004982.030
Ad Hoc Payment	Check	10736	3/25/2020	25.00	Carroll Barr	refund overpmt pkg cit 7201809820
Ad Hoc Payment	Check	10737	3/25/2020	34.57	CATHERINE EDWARDS	VOUCHER 2005019.030
Ad Hoc Payment	Check	10738	3/25/2020	10.00	Clifford/ Sarah Blare	refund cash donation (alarm acct)
Ad Hoc Payment	Check	10739	3/25/2020	25.00	Cosco Fire Protection- Oregon	Citation waived Emergency Order 2020-05 7200906233
Ad Hoc Payment	Check	10740	3/25/2020	338.33	Costco Wholesale Corporation	refund bus lic fee
Ad Hoc Payment	Check	10741	3/25/2020	32.51	DANNY PENDERGRASS	VOUCHER 2005215.030
Ad Hoc Payment	Check	10742	3/25/2020	25.00	Darryl Walker	refund overpmt pkg cit 72201708685
Ad Hoc Payment	Check	10743	3/25/2020	25.00	David McOmie	refun overpmt pkg ct 7201906568
Ad Hoc Payment	Check	10744	3/25/2020	25.00	David Sawyer	Citation waived Emergency Order 2020-05 7201709558
Ad Hoc Payment	Check	10745	3/25/2020	336.22	Davis Shows NW	LUP-78105 & MPE-278722
Ad Hoc Payment	Check	10746	3/25/2020	21.67	DEBBIE BURKE	VOUCHER 2004425.030
Ad Hoc Payment	Check	10747	3/25/2020	25.00	Dollar Rent A Car	Citation waived Emergency Order 2020-05 7201907019
Ad Hoc Payment	Check	10748	3/25/2020	36.64	DONNA BECK	VOUCHER 2004831.030
Ad Hoc Payment	Check	10749	3/25/2020	19.09	ERICA BENDING	VOUCHER 2004411.030
Ad Hoc Payment	Check	10750	3/25/2020	25.00	Gene Juve	Citation waived Emergency Order 2020-05 7200906211
Ad Hoc Payment	Check	10751	3/25/2020	32.51	GEORGIA KETCHMARK	VOUCHER 2005039.030

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	10752	3/25/2020	80.00	Greg Estell	Citation waived Emergency Order 2020-05 (1287/6230/6235)
Ad Hoc Payment	Check	10753	3/25/2020	28.39	HEIDI WHILLOCK	refund parking permit COV09139
Ad Hoc Payment	Check	10754	3/25/2020	30.00	IBEW #48	refund overpmt pkg cit 7202300450
Ad Hoc Payment	Check	10755	3/25/2020	20.00	International Air Academy Inc	refund alarm
Ad Hoc Payment	Check	10756	3/25/2020	19.09	IVAN CULBERTSON	VOUCHER 2004504.030
Ad Hoc Payment	Check	10757	3/25/2020	35.00	Janice Meador	refund overpmt pkg cit #7201809949
Ad Hoc Payment	Check	10758	3/25/2020	19.09	JAYMES FENANDER	VOUCHER 2004634.030
Ad Hoc Payment	Check	10759	3/25/2020	25.00	Jewell Norman	Citation waived Emergency Order 2020-05
Ad Hoc Payment	Check	10760	3/25/2020	32.51	JOHN BUZALSKY	VOUCHER 2004847.030
Ad Hoc Payment	Check	10761	3/25/2020	180.68	Joseph & Christina Reed	Utility Refunds: 0000009319-02
Ad Hoc Payment	Check	10762	3/25/2020	34.06	JUSTIN REEDER	VOUCHER 2004653.030
Ad Hoc Payment	Check	10763	3/25/2020	19.09	KAREN MCNEIL	VOUCHER 2004964.030
Ad Hoc Payment	Check	10764	3/25/2020	21.67	KAREN MOORE	VOUCHER 2004988.030
Ad Hoc Payment	Check	10765	3/25/2020	17.03	KARLA BOND	VOUCHER 2005225.030
Ad Hoc Payment	Check	10766	3/25/2020	1,739.00	Kim Olsen	Forfeiture Case 2313-3013
Ad Hoc Payment	Check	10767	3/25/2020	32.51	KIM PEARSON	VOUCHER 2005208.030
Ad Hoc Payment	Check	10768	3/25/2020	83.00	Krispy Kreme	refund CIVICGOV
Ad Hoc Payment	Check	10769	3/25/2020	29.93	KRISTIN WRIGHT	VOUCHER 2004736.030
Ad Hoc Payment	Check	10770	3/25/2020	29.93	LAURA POULSEN	VOUCHER 2004644.030
Ad Hoc Payment	Check	10771	3/25/2020	19.09	LEROY DANIELLY	VOUCHER 2004509.030
Ad Hoc Payment	Check	10772	3/25/2020	32.51	LISA CLIFTON	VOUCHER 2004871.030
Ad Hoc Payment	Check	10773	3/25/2020	17.34	LISA MELIUS	VOUCHER 2004441.030
Ad Hoc Payment	Check	10774	3/25/2020	17.03	MARILYNNE BELDEN	VOUCHER 2005213.030
Ad Hoc Payment	Check	10775	3/25/2020	32.51	MARTIN CRISTOBAL	voucher 2004890.030
Ad Hoc Payment	Check	10776	3/25/2020	19.09	MARVIN BOGGS	VOUCHER 2004442.030
Ad Hoc Payment	Check	10777	3/25/2020	27.66	MARY KOACH	VOUCHER 2004611.030
Ad Hoc Payment	Check	10778	3/25/2020	34.06	MARY THOMPSON	VOUCHER 2004679.030
Ad Hoc Payment	Check	10779	3/25/2020	20.00	Meineke Car Care Center	refund alarm inv #99379235
Ad Hoc Payment	Check	10780	3/25/2020	19.09	MICHELLE LOVE	VOUCHER 2004919.030
Ad Hoc Payment	Check	10781	3/25/2020	32.51	MICHELLE NEAL	VOUCHER 2005176.030
Ad Hoc Payment	Check	10782	3/25/2020	25.00	Michelle Winters	refund overpmt pkg cit 7201906584
Ad Hoc Payment	Check	10783	3/25/2020	21.67	MIKE MCGEE	VOUCHER 2004960.030
Ad Hoc Payment	Check	10784	3/25/2020	19.09	MOLLY DOUMITT	VOUCHER 2004538.030
Ad Hoc Payment	Check	10785	3/25/2020	25.00	Nickolena EstherMartin	refund overpmt pkg cit #7202300663
Ad Hoc Payment	Check	10786	3/25/2020	25.00	Opake Clothing	Citation waived Emergency Order 2020-05 7201907017
Ad Hoc Payment	Check	10787	3/25/2020	36.29	Paige Eberhard	refund parking permit COV09269
Ad Hoc Payment	Check	10788	3/25/2020	12.80	PAULA COLBY	VOUCHER 2004630.030
Ad Hoc Payment	Check	10789	3/25/2020	70.00	PCS	inv #99370824 (Martin) - sent to PCS
Ad Hoc Payment	Check	10790	3/25/2020	120.00	PCS	acct #51303 (Fleet Pride) sent to PCS on 3/9/20
Ad Hoc Payment	Check	10791	3/25/2020	790.00	PCS	account #20233 sent to PCS 2/12/2020
Ad Hoc Payment	Check	10792	3/25/2020	50.34	PCS	Inv #11598 (Shawn Atwell)
Ad Hoc Payment	Check	10793	3/25/2020	20.00	PCS	inv #99379819 (Idealimage) sent to PCS
Ad Hoc Payment	Check	10794	3/25/2020	36.64	RACHEL COOK	VOUCHER 2005000.030
Ad Hoc Payment	Check	10795	3/25/2020	30.00	Realwear Inc	refund alarm - inv #99391940
Ad Hoc Payment	Check	10796	3/25/2020	19.09	REBECCA BRYANT	VOUCHER 2004422.030
Ad Hoc Payment	Check	10797	3/25/2020	36.64	ROBERT BURRELL	VOUCHER 2004844.030
Ad Hoc Payment	Check	10798	3/25/2020	2,657.00	Robert Grigoryan	LUP-74239
Ad Hoc Payment	Check	10799	3/25/2020	19.61	SAM BOOT	VOUCHER 2005228.030
Ad Hoc Payment	Check	10800	3/25/2020	58.40	Sarkinen Plumbing Inc	MPE-279277
Ad Hoc Payment	Check	10801	3/25/2020	50.00	Sea Mar Community Health	refund CIVICGOV inv #77020224

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	10802	3/25/2020	145.00	Susan G Evans	refund overpmt SCIP loan
Ad Hoc Payment	Check	10803	3/25/2020	34.57	TANIA MCCULLOUGH	VOUCHER 2005107.030
Ad Hoc Payment	Check	10804	3/25/2020	200.00	The Table PNW	refund bus lic fee
Ad Hoc Payment	Check	10805	3/25/2020	2,740.00	Timofey Savinskiy	SWR-270359
Ad Hoc Payment	Check	10806	3/25/2020	21.67	TOM EOFF	VOUCHER 2004618.030
Ad Hoc Payment	Check	10807	3/25/2020	19.09	TONYA BAKER	VOUCHER 2004402.030
Ad Hoc Payment	Check	10808	3/25/2020	19.09	TRISH GARRISON	VOUCHER 2004703.030
Ad Hoc Payment	Check	10809	3/25/2020	20.00	True World Foods	refund alarm - inv #99391686
Ad Hoc Payment	Check	10810	3/25/2020	8,314.00	Vancouver Housing Authority	LUP-77698
Ad Hoc Payment	Check	10811	3/25/2020	540.00	Vigor Works LLC	refund bus lic fee
Supplier Payment	Check	10812	3/25/2020	892.00	Accurate Corporate Services Inc	
Supplier Payment	Check	10813	3/25/2020	2,921.23	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	10814	3/25/2020	114.98	Airgas, Inc	
Supplier Payment	Check	10815	3/25/2020	12,120.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	10816	3/25/2020	300.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	10817	3/25/2020	121.80	American Sani-Can	
Supplier Payment	Check	10818	3/25/2020	90.00	Amex Products Inc	
Supplier Payment	Check	10819	3/25/2020	83.56	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	10820	3/25/2020	3,187.00	Aspect Consulting LLC	
Supplier Payment	Check	10821	3/25/2020	20,000.00	Bang the Table USA LLC	
Supplier Payment	Check	10822	3/25/2020	4,826.23	Bound Tree Medical LLC	
Supplier Payment	Check	10823	3/25/2020	4,867.26	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	Check	10824	3/25/2020	28,854.40	Centennial Contractors Ent Inc	
Supplier Payment	Check	10825	3/25/2020	3,265.37	Cintas	
Supplier Payment	Check	10826	3/25/2020	12,743.50	Cobblestone Homes LLC	
Supplier Payment	Check	10827	3/25/2020	60,607.52	Columbia Ford Inc	
Supplier Payment	Check	10828	3/25/2020	6,306.98	Columbia Resource Company	
Supplier Payment	Check	10829	3/25/2020	170.00	Community Housing Resource Center	
Supplier Payment	Check	10830	3/25/2020	22,296.20	Council for the Homeless	
Supplier Payment	Check	10831	3/25/2020	4,057.25	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	10832	3/25/2020	80,795.95	Datex Inc	
Supplier Payment	Check	10833	3/25/2020	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	10834	3/25/2020	5,235.54	Del Sol Inc	
Supplier Payment	Check	10835	3/25/2020	1,327.34	DKS Associates Inc	
Supplier Payment	Check	10836	3/25/2020	1,415.66	Erickson Structural Consulting Engineers	
Supplier Payment	Check	10837	3/25/2020	1,406.25	Esix Sportswear	
Supplier Payment	Check	10838	3/25/2020	3,541.76	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	10839	3/25/2020	2,897.02	Gordon Truck Centers	
Supplier Payment	Check	10840	3/25/2020	9,507.97	Gray & Osborne Inc	
Supplier Payment	Check	10841	3/25/2020	9,308.82	Herrera Environmental Consultants Inc	
Supplier Payment	Check	10842	3/25/2020	4,583.34	Hispanic Metropolitan Chamber	
Supplier Payment	Check	10843	3/25/2020	963.76	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	10844	3/25/2020	249,394.21	Housing Initiative LLC	
Supplier Payment	Check	10845	3/25/2020	745.56	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	10846	3/25/2020	539.08	J-2 Blueprint Supply Co.	
Supplier Payment	Check	10847	3/25/2020	18,100.81	Janus Youth Programs Inc	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	10848	3/25/2020	750.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	10849	3/25/2020	65.00	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Check	10850	3/25/2020	8,500.00	KH Scott & Associates LLC	
Supplier Payment	Check	10851	3/25/2020	7,387.04	Kittelson & Associates Inc	
Supplier Payment	Check	10852	3/25/2020	2,007.94	Linguava Interpreters Inc	
Supplier Payment	Check	10853	3/25/2020	3,466.33	Mackenzie Engineering Inc	
Supplier Payment	Check	10854	3/25/2020	178,279.21	Magnum Power LLC	
Supplier Payment	Check	10855	3/25/2020	1,643.42	Mallory Safety & Supply LLC	
Supplier Payment	Check	10856	3/25/2020	11,492.20	Marquam Group LTD	
Supplier Payment	Check	10857	3/25/2020	4,334.96	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	10858	3/25/2020	15,493.50	Murray Smith Inc	
Supplier Payment	Check	10859	3/25/2020	937.23	National Safety Inc	
Supplier Payment	Check	10860	3/25/2020	1,500.55	Net Transcripts Inc	
Supplier Payment	Check	10861	3/25/2020	47.36	Northwest Cascade Inc	
Supplier Payment	Check	10862	3/25/2020	9,437.67	Pitney Bowes Inc	
Supplier Payment	Check	10863	3/25/2020	10,298.38	Portland Adventist Medical Center	
Supplier Payment	Check	10864	3/25/2020	2,555.56	Potter Webster Co	
Supplier Payment	Check	10865	3/25/2020	35,609.70	PPC Solutions Inc	
Supplier Payment	Check	10866	3/25/2020	262.33	Rentokil North America Inc	
Supplier Payment	Check	10867	3/25/2020	10,406.40	Rexel USA Inc - Remit-To: Rexel USA Inc	
Supplier Payment	Check	10868	3/25/2020	1,701.06	Second Step Housing	
Supplier Payment	Check	10869	3/25/2020	33,436.65	Share Inc	
Supplier Payment	Check	10870	3/25/2020	7,427.16	Shrums Pest Control	
Supplier Payment	Check	10871	3/25/2020	29,329.40	Sierra-Cedar Inc - Remit-To: Sierra-Cedar Inc, / Atlanta	
Supplier Payment	Check	10872	3/25/2020	1,666.74	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	10873	3/25/2020	1,695.00	Southwest Officials Services Inc	
Supplier Payment	Check	10874	3/25/2020	16,807.99	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	10875	3/25/2020	7,210.00	Sympro Inc	
Supplier Payment	Check	10876	3/25/2020	1,488.80	Synergy Litigation Support Services Inc - Remit-To: Synergy Legal	
Supplier Payment	Check	10877	3/25/2020	2,254.72	Taurus Power and Controls Inc	
Supplier Payment	Check	10878	3/25/2020	1,002.70	Triple J Enterprises	
Supplier Payment	Check	10879	3/25/2020	1,888.48	Tyree Oil Inc	
Supplier Payment	Check	10880	3/25/2020	2,296.20	Universal Field Services Inc	
Supplier Payment	Check	10881	3/25/2020	114.12	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	10882	3/25/2020	1,707.30	Valley Athletics	
Supplier Payment	Check	10883	3/25/2020	282.50	Vancouver Aire LLC	
Supplier Payment	Check	10884	3/25/2020	11,036.00	Vancouver Downtown Association	
Supplier Payment	Check	10885	3/25/2020	8,761.51	Walter E Nelson Company	
Supplier Payment	Check	10886	3/25/2020	6,694.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	10887	3/25/2020	8,653.95	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10888	3/25/2020	2,313.00	Waste Management - Remit-To: Waste Management Los Angeles	
Supplier Payment	Check	10889	3/25/2020	8,983.19	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	10890	3/25/2020	330.13	White Bear West Inc	
Supplier Payment	Check	10891	3/25/2020	1,389.19	Wilson Oil Inc	
Supplier Payment	Check	10892	3/25/2020	1,750.69	Wood's Logging Supply Inc	
Supplier Payment	Check	10893	3/25/2020	1,801.30	WW Grainger Inc	
Supplier Payment	Check	10894	3/25/2020	875.50	Yakima County	
Supplier Payment	Check	10895	3/25/2020	1,018.75	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	10896	3/25/2020	88,765.00	Association of Washington Cities	
Supplier Payment	Check	10897	3/25/2020	979.00	Broadway Investors LLC	
Supplier Payment	Check	10898	3/25/2020	9,500.77	Brown & Wilson Partnership LLC	
Supplier Payment	Check	10899	3/25/2020	1,013.29	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	10900	3/25/2020	150.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	10901	3/25/2020	142,007.44	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	10902	3/25/2020	7,139.14	Columbia Resource Company	
Supplier Payment	Check	10903	3/25/2020	101.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10904	3/25/2020	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10905	3/25/2020	89.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10906	3/25/2020	188.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10907	3/25/2020	13.74	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10908	3/25/2020	2,614.95	Eagle Newspaper Inc	
Supplier Payment	Check	10909	3/25/2020	8,463.39	Esther Short Commons LLP	
Supplier Payment	Check	10910	3/25/2020	300.00	Law Offices of Elena E Tsiprin	
Supplier Payment	Check	10911	3/25/2020	4,000.00	Law Offices of Elena E Tsiprin - Remit-To: Bladislav Bezmaga	
Supplier Payment	Check	10912	3/25/2020	3,500.00	Law Offices of Elena E Tsiprin - Remit-To: Mark Bezmaga	
Supplier Payment	Check	10913	3/25/2020	500.00	Nagra & Atwal Corporation	
Supplier Payment	Check	10914	3/25/2020	4,278.32	National Park Service	
Supplier Payment	Check	10915	3/25/2020	1,975.60	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	10916	3/25/2020	49,946.01	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	10917	3/25/2020	13,989.00	Share Inc	
Supplier Payment	Check	10918	3/25/2020	119,894.34	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	10919	3/25/2020	134.10	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section	
Supplier Payment	Check	10920	3/25/2020	88.19	United Parcel Service	
Supplier Payment	Check	10921	3/25/2020	2,631.52	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10922	3/25/2020	1,487.00	Willis Towers Watson Insurance Services West inc	
			SUBTOTAL	13,712,407.06		
Hansen			3/17/2020	3,457.73	City Payments	Posted 03-10-20 thru 03-16-20
Hansen			3/24/2020	1,188.53	City Payments	Posted 03-17-20 thru 03-23-20
Hansen			3/31/2020	20,453.18	City Payments	Posted 03-24-20 thru 03-30-20

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

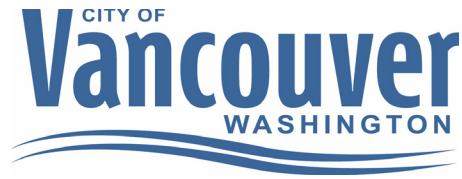
INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
			SUBTOTAL	25,099.44		
Visa			3/17/2020	25,861.10	Miscellaneous	Parks Class Refunds - FCC 03-10-20 thru 03-16-20
Visa			3/17/2020	23,166.72	Miscellaneous	Parks Class Refunds - MCC 03-10-20 thru 03-16-20
Visa			3/17/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 03-10-20 thru 03-16-20
Visa			3/17/2020	3,705.00	Miscellaneous	Parks Class Refunds - WREC 03-10-20 thru 03-16-20
Visa			3/23/2020	70,480.73	Miscellaneous	Parks Class Refunds - FCC 03-17-20 thru 03-23-20
Visa			3/23/2020	54,047.81	Miscellaneous	Parks Class Refunds - MCC 03-17-20 thru 03-23-20
Visa			3/23/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 03-17-20 thru 03-23-20
Visa			3/23/2020	3,443.75	Miscellaneous	Parks Class Refunds - WREC 03-17-20 thru 03-23-20
Visa			3/30/2020	37,455.93	Miscellaneous	Parks Class Refunds - FCC 03-24-20 thru 03-30-20
Visa			3/30/2020	3,020.25	Miscellaneous	Parks Class Refunds - MCC 03-24-20 thru 03-30-20
Visa			3/30/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 03-24-20 thru 03-30-20
Visa			3/30/2020	440.00	Miscellaneous	Parks Class Refunds - WREC 03-24-20 thru 03-30-20
			SUBTOTAL	221,621.29		
			TOTAL	13,959,127.79		

City of Vancouver
Payroll Council Report
March 10, 2020 - March 30, 2020

Check No.	Date	Explanation	Amount
2451-2504	03/10/20	5 2020 Payroll	\$ 22,694.78
44974-46858	03/10/20	5 2020 Direct Deposits	\$ 2,980,827.52
2505-2553	03/25/20	6 2020 Payroll	\$ 18,118.53
46971-48858	03/25/20	6 2020 Direct Deposits	\$ 3,105,570.24
N/A	03/25/20	NACHA Return	\$ (1,595.15)
2554	03/27/20	Replacement check for NACHA Return	\$ 1,595.15

\$ 6,127,211.07



DATE: April 2, 2020

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager

RE: **City of Vancouver COVID-19 Emergency Response Update and Ratification of Emergency Orders**

Background

On February 29, 2020, Governor Jay Inslee declared a state-wide state of emergency related to the COVID-19 pandemic. Since then, the Governor has issued 30 additional emergency proclamations, including closure of K-12 schools state-wide and a Stay Home, Stay Healthy order. [A full catalogue of Governor Inslee's orders can be found here.](#)

Regionally, Clark County and every other city in the county have declared emergencies. The regional emergency response is being coordinated through CRESA in support of Clark County Public Health. There have been operational changes made to the courts and jail system to minimize the risk of contagion and spread.

On March 13, 2020, the City Manager declared a civil emergency and issued Emergency Order No. 2020-02, effective through April 30, 2020. On March 16, 2020, the City Council ratified the declaration. Procedurally, the declaration of emergency authorizes the City Manager to issue emergency orders directing a range of emergency response activities. These emergency orders document the legal authority, give clarity to directives, and assure that the City is eligible for emergency management resources from state and federal sources.

Between March 16 and April 6, 2020, the City Manager issued a total of six additional emergency orders that made a range of changes to City operations in response to the COVID-19 pandemic. Copies of those orders are attached for Council's reference and will be presented for ratification on April 6.

The City, along with other communities across the County, is aligned in support of and coordination with Clark County Public Health as the regional lead on the response while making the operational changes warranted for the City of Vancouver.

City of Vancouver Operational Status

The City activated its Emergency Operations Center (EOC) on March 16 at a Level 2, involving staff from all program areas as part of EOC operations as well as Councilmember Fox as the Council designated

liaison to the EOC. The Aspen room in City Hall is serving as the EOC location, though most debriefings occur virtually.

Interim leadership assignments have been established during this emergency, as follows:

- Brian Carlson is now serving as Interim Deputy City Manager.
- Dan Swensen, Construction Services Manager, is serving as Interim Public Works Director.
- Julie Hannon is the Incident Commander for the City's COVID-19 response, and with the support of the City's Emergency Manager Gene Juve, is coordinating the operations aspects of the City's response cross departmentally.

The nature of our work has swiftly changed over the last 2 weeks and each change the City makes in response to this emergency is based on the best available information we have at the time in the context within which we are working.

We have instituted new emergency policies focused on employee safety, security and alternate work arrangements. Our regular, benefited workforce that works in non-essential services (such as non-public works, police or fire) is currently either telecommuting, in alternate work status or on administrative leave, and we have idled temporary employees. The City's leadership has been careful to place a priority on employee safety and security while preserving employee availability to return to work during this period of declared emergency. As such, employees who are in a non-essential service area, are not able to work remotely or for which there is no remote-eligible work available, and who are ordered not to come to work under an emergency order issued by the City Manager or the application of a gubernatorial order, have been placed on administrative leave.

In the public works, police and fire areas, we are taking operational steps intended to preserve "bench" capacity in the event it is needed, and as such are triaging work to meet the capacity of the available work force as well as to be consistent with state-wide orders from the Governor.

Communications

The City communications team has been working hard to be proactive and vigilant at providing accurate, factual and timely COVID-19 information to internal and external audiences throughout the city while remaining flexible and adaptable to the rapidly changing needs of this crisis response. Our communications have stressed prevention practices, provided information on the City's COVID-19 response actions and measures, and provided links to numerous COVID-19 resources and more.

We have adapted some of our regular communications vehicles for use in our daily crisis communications and we are constantly monitoring the news and updates from local, regional and national public health agencies, the governor's office and the White House.

Overview:

- www.cityofvancouver.us/coronavirus
- Internal employee resource webpage
- City staff emails (press releases, City Currents, HR news, other communications)
- VancouverConnects repurposed for crisis communications, daily, weekly (new process)
- Press Releases; media requests

- Press releases sent to VancouverConnects subscribers upon release (new process)
- Mayor's video updates (new process)
- Video PSAs
- Social media postings
- Translation of materials; ASL interpretation
- MyVancouver app

Other:

- Coordinating with City's EOC
- Coordinating with CRESA EOC & JIC
- Coordinating with all City departments and VPD and PW PIOs
- Overseeing City's external/internal/media communications to ensure consistency
- Assisting with responses to resident questions

Website:

- City's COVID-19 response webpage: www.cityofvancouver.us/coronavirus
 - Includes news updates; departmental COVID-19 responses; FAQs; links to resources; mayor update videos; submit questions; sign up for email notifications

Internal Communications:

- COV Employee Resource webpage
- Email all COVID-19 related press releases to employees upon release
- Internal notices to COV staff
- HR communications; COVID-19 updates from benefit providers and other resources

Press Releases/Media requests:

- Posted in News Updates on coronavirus webpage
- Began sending all press releases, upon release, to City email lists
- Post on all of City social media channels
- Emailed to all COV staff
- Manage media requests

Video:

- Develop/ script/produce Mayor's video updates. Closed-captioned, on-camera ASL interpretation
- Develop/produce short PSAs: how to support local businesses, help neighbors; COVID-19 prevention

E-Newsletters:

- Repurposed Vancouver Connects e-newsletter to report on City's COVID-19 response, plus response recap weekly
- Include City COVID-19 response messaging, press releases in weekly Neighborhood newsletter email

Social Media:

- Daily posting to City Facebook, Twitter, Instagram
- All City Council meetings currently live streamed via Facebook
- Maintain VFD Facebook page
- Share VPD, Parks and Public Works social posts on City's main social channels

- Post info on Nextdoor

Translation/Interpretation:

- Press releases, community questions, utility messaging and other key information are being translated to Spanish and Russian (Chuukese translation not available).
- Closed-captioning; ASL interpretation for mayor update videos

MyVancouver App:

- Added ability to “Submit A Question” re COVID-19 to app.
- Added button w/link to City’s coronavirus webpage.

Economic Impacts

The economic impacts of the COVID-19 pandemic are already unfolding. Mandated business closures, disruption of domestic commerce and international trade and travel all are contributing to a global economic stoppage. We are continuing to evaluate the new information related to the financial impact of the pandemic on the local economy and City revenues in light of the currently available and swiftly changing information. There is an uncertainty about the duration of the pandemic and the resulting depth and duration of the economic downturn. We know that several major revenue streams in the General Fund will be significantly impacted over the coming months, including sales, property and utility taxes. Some impact will be short term and mostly impact our cash reserves; some will have a longer lasting impact.

Initial assessments suggest a 20% - or approximately \$30 million - reduction in General Fund revenues could manifest this year. The national jobless numbers reported on April 2 indicate about 10 million new unemployment benefit claims within the last two weeks. This is truly unprecedented, and is evidence of the effective shut-down of the economy that has been needed to contain the spread of the COVID-19 virus. In light of this latest information, the initial \$30 million impact estimate to the General Fund in 2020 is likely optimistic. Each day and week delivers new information about the environment, the federal and local approaches to pandemic containment and the resulting likely impact on the economy.

In light of this, I have already directed all City departments to put in place interim cost containment steps, such as suspending hiring and the use of temporary employees and curtailing all non-essential procurement, including travel, training, routine equipment replacement and non-essential professional services. Several assessment scenarios that test what we may see for the balance of 2020 and into 2021 are under development.

A significant economic downturn has been integral to our financial planning for nearly a decade and the City is entering this economic environment on exceptionally sound financial footing. We have established and funded a regimen of reserve funds and maintained prudent fund balances to be prepared for this. Further, most of our revenue sources lag by two or more months, meaning that we will not substantially experience the impacts of an economic slowdown until at least mid-year.

All of this allows the City to take the appropriate time to make sound and measured decisions to navigate through the coming economic events. Based on the fiscal impact scenarios under development, in the coming weeks I will work with the City’s leadership team and City Council to take

advantage of that planning to be thoughtful and measured in our response to a coming recession. It is becoming more certain by the day the economic reality will require more aggressive cost containment that will impact our workforce.

The anticipated fiscal impacts to the City are directly rooted in the impacts that households and businesses in our community are experiencing. In recognition of this, I have worked with the leadership team to identify changes the City can make that can give our community some economic relief. We have identified two initial approaches for economic relief to households and businesses through the COVID-19 emergency and recovery:

- Utility (sewer, water, drainage) bills: In recognition of the economic impacts of the COVID-19 response on households, we are introducing additional flexibility and resources to our utility billing for distressed households as follows:
 - Deferring payment due dates for 60 days and offer payment plans through the end of 2020 for distressed households.
 - Increasing funding to the Help to Others (H2O) account by \$250,000 to provide financial assistance to distressed households.

These changes are provided for under the authority granted to City Manager and the Public Works director in municipal code and under the adopted budget.

- Suspension of the Business License Fee and Surcharge (BLS): There has been a fair amount of news coverage about local small business grant and loan programs. As of this writing, we have been unable to identify how to legally establish such broad based programs in compliance with the Washington State constitutional provision that prohibits extension of credit or gift of public funds. In light of this, suspension of the Business License Fee and Surcharge is a viable approach to providing immediate economic relief to businesses that is proportionate to business size.
 - As of this writing, an emergency order suspending the business license fee and surcharge during the declared emergency period (through April 30) is being drafted and is anticipated to be executed prior to close of business April 3.
 - Further, at the April 6 meeting Council will be presented with an ordinance on first reading (second reading and final approval scheduled for April 20) that would suspend the annual business license fee and per-FTE business license surcharge through the first quarter of 2021, and provide for payments that have been made by individual businesses between January 1, 2020, and March 13, 2020, to be applied to their 2021 BLS liabilities.

These changes are in addition to the economic relief provided under the federal legislation.

The pace at which the global, national, regional and local situation is changing around the COVID-19 pandemic is phenomenal. There is no comparator in living memory, if at all in modern history. The level of uncertainty this has created across the globe and in our community is incredible. In the face of this, Vancouver is committed to working across our region as we respond to this crisis, now through recovery.

Action Requested

On April 6, move to adopt a resolution ratifying emergency orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07 and 2020-08.

Attachments:

Resolution with Emergency Orders attached

4/6/2020

RESOLUTION NO. M-_____

A RESOLUTION ratifying and confirming Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, and 2020-08 as issued by the Vancouver City Manager;

WHEREAS, at 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19), and the City's Declaration of Civil Emergency No. 2020-01 was ratified and affirmed by Resolution M-4061 (2020); and

WHEREAS, the Vancouver City Manager issued Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, and 2020-08 pursuant to Vancouver Municipal Code, Section 2.12.040, which authorizes the City Manager to issue such Orders when the Council is not in session, following a declaration of a civil emergency, subject to ratification and confirmation, modification or rejection by the City Council as soon as practicable following the issuance of such Orders; and

WHEREAS, the City Council agrees with Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, and 2020-08 and hereby ratifies, confirms and adopts the same;

RESOLUTION - 1

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Ratification and Confirmation. Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 as issued by the Vancouver City Manager are hereby ratified and confirmed pursuant to Section 2.12.040(C) of the Vancouver Municipal Code.

Section 2. Adoption and Incorporation by Reference. Except as otherwise provided in this Resolution, Emergency Orders [2020-02](#), [2020-03](#), [2020-04](#), [2020-05](#), [2020-06](#), [2020-07](#), and [2020-08](#) (attached), are hereby adopted and incorporated herein by reference.

Section 3. Notice. Pursuant to Section 2.12.050 of the Vancouver Municipal Code, Notice of Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, and 2020-08 shall be given as soon as practicable by such means as are practicable to news media within the general area of the city, the public, the governor, the state military department, and the Clark County department of emergency management or successor agency.

Section 4. Duration. Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, and 2020-08 shall continue through their stated expiration until modified or terminated by the City Manager or Vancouver City Council.

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INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver
City Council this 6th day of April, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON

No. 2020-02

REGARDING CANCELLATION OF CITY-PERMITTED PUBLIC EVENTS WITH FORECASTED ATTENDANCE OF MORE THAN 250 PEOPLE, CLOSURE OF SPECIFIED FACILITIES, SUSPENSION OF SPECIFIED CLASSES, AND IMPLEMENTATION OF CITY EMPLOYMENT POLICY 407 “INFECTIOUS DISEASE CONTROL POLICY.”

At 11:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 *et. seq.*, due to the public health threat posed by the novel coronavirus (COVID-19). (Declaration of Civil Emergency No. 2020-01).

According to the World Health Organization as of March 11, 2020, COVID-19 constitutes a global pandemic due to the alarming levels of the spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.”

On March 12, 2020, the Clark County Department of Public Health recommended cancellation of large gatherings of more than 250 people in order to minimize the potential health impacts of COVID-19.

The City of Vancouver regularly hosts and permits large gatherings of people in the regular operation of City business. Therefore, consistent with the recommendations of the Clark County Department of Public Health and mitigation strategies for communities recommended by the Centers for Disease Control and Prevention (CDC) with regard to COVID-19, in order to slow the spread of the disease, and protect the lives of residents of the City of Vancouver, I find that immediate implementation of social distancing and community mitigation measures are necessary.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

Section 1. Cancellation of Certain City-Permitted Events. All public gatherings with planned or forecasted attendance above 250 people for which a permit has been issued by the City of Vancouver that are scheduled to occur during the Duration of this Emergency Order, are hereby cancelled. This section includes all qualifying special event permits issued pursuant

to Vancouver Municipal Code Section 5.17 *et. seq.*, but does not include regular or special meetings of the Vancouver City Council.

Section 2. Fire Department Related Cancellations. While this Emergency Order is in effect, the following program changes will be made by the Vancouver Fire Department:

- A. Suspend all use of fire station community meeting rooms by outside organizations and members of the public;
- B. Suspend all public events;
- C. Suspend all community fire station and apparatus tours;
- D. Suspend all non-emergency appearances by our first responders to community meetings and events;
- E. Suspend all ride-alongs and job shadows;
- F. Limit suppression travel outside of emergency response.

Section 3. Parks and Recreation Department Related Cancellations. While this Emergency Order is in effect, the following program changes will be made by the Vancouver Parks and Recreation Department:

A. Firstenberg Community Center and Marshall Community Center:

- i. Firstenberg and Marshall centers will remain open at this time except as expressly indicated to the contrary herein.
- ii. Staff is directed to work to heighten sanitation efforts and the frequency of cleaning.
- iii. Residents and staff should practice caution and stay home if they experience any symptoms.
- iv. Additional hand sanitizing stations are to be provided to the extent practicable.
- v. Visitors will be encouraged through signage and verbal cues to practice preventive hygiene protocols and social distancing of at least three (3) feet between individuals.

B. Firstenberg Climbing Wall Closed. Sadri's Summit climbing wall at Firstenberg Community Center will be closed while this Order is in effect due to the difficulties inherent in regularly sanitizing this amenity.

C. Luepke Center and Trapadero II at Firstenberg Community Center Closed. Due to the elevated risk to individuals age 60 and over, the Luepke Center and the Trapadero II at Firstenberg Community Center will be closed beginning March 14, 2020 through April 30, 2020.

D. Luepke Center Meals on Wheels. City Staff is directed to work with our partners at Meals on Wheels People to have boxed lunches available for pick up for seniors in

need of meal support. Meal service will continue as planned at the Luepke Center until further notice.

E. Specific Recreation Activities. Cancellations are hereby ordered in the following specific Parks and Recreation activities. These decisions are informed by whether the activity is targeted toward a particularly vulnerable population or involves close physical contact. Anyone concerned about participating in an activity that is still scheduled to run may choose to cancel their registration and receive a full refund while this Order is in effect. The following activities are hereby cancelled:

- i. Seniors (Fifty and Better Programs):
 - a. All Dances: Effective immediately, all dances are canceled through April 30, 2020;
 - b. Forever Young Hikers: All hikes canceled through April 30, 2020;
 - c. 50 and Better Travel Program: All trips canceled through April 30, 2020;
 - d. Silver & Fit and Silver Sneakers Fitness: All classes canceled through April 30, 2020;
 - e. 50 and Better Clubs and Clinics: All clubs canceled through April 30, 2020;
 - f. April 3, 2020 Health Presentation: Canceled.
- ii. People with Disabilities (Access to Recreation Programs):
 - a. ATR Dances: March 13 dance will run, and then canceled through April 30, 2020;
 - b. Monday Fun-nite: March 16, 2020 event will be conducted. Thereafter, this event will be canceled through April 30, 2020;
 - c. Enrichment classes: currently no changes ordered. These classes are being evaluated to see what safety measures can be implemented; participants are encouraged to contact the Marshall Community Center (360-487-7100) for the most up to date information.
- iii. Fitness Classes:
 - a. Group fitness classes: currently no changes ordered. These classes are being evaluated to see what safety measures can be implemented; ; participants are encouraged to contact the Firstenburg Community Center (360-487-7001) or Marshall Community Center (360-487-7100) for the most up to date information.
- iv. Other Recreational Activities:
 - a. Spring Break Camps are modified as follows: field trips are canceled and all activities will occur on site;

- b. Ballroom Dance Classes: Canceled until further notice while this Order is in effect;
- v. Parks and Recreation Facility Rentals and Outside Events:
 - a. Already scheduled events will continue at the discretion of the renter and/or organizer. Those who wish to cancel will receive a full refund;
 - b. No new events will be scheduled prior to April 30.

Section 4. Implementation of Infectious Disease Employment Policy. While this Emergency Order is in effect, all City employees will adhere to City Policy 407 “Infectious Disease Control Policy.”

Section 5. Non-Essential Public Meeting Cancellations. While this Emergency Order is in effect, the all non-essential public meetings are hereby suspended. A list of suspended non-essential meetings will be posted to the following locations and updated daily while this Order is in effect:

- i. www.cityofvancouver.us
- ii. City social media channels: Facebook (facebook.com/VancouverUS) and Twitter (twitter.com/vancouverUS)

Section 6. Additional Safety Protocols for Vancouver City Council Meetings. The Vancouver City Council will continue to meet while this Order is in effect, however, City Staff is directed to work to make the following safety enhancements:

- i. City Staff will strongly encourage attendance and participate through remote, electronic and/or telephonic means to facilitate transparency and public participation while minimizing the potential for spread of infectious disease wherever practicable;
- ii. City Staff is directed to work to reconfigure meeting rooms to reflect social distancing practices.

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Section 7. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

SIGNED, this 13, day of March, 2020, at 14:30 hours.

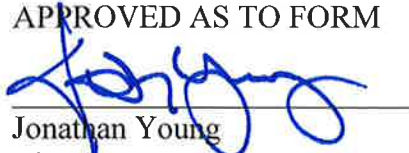
ATTEST:


Natasha Ramras
City Clerk

CITY OF VANCOUVER

Eric Holmes
City Manager

APPROVED AS TO FORM


Jonathan Young
City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON,
AMENDING EMERGENCY ORDER 2020-02;

No. 2020-03

REGARDING CLOSURE OF CERTAIN CITY BUILDINGS; AMENDMENT OF VANCOUVER CITY COUNCIL SCHEDULES; POSTPONEMENT OF THE ANNUAL STATE OF THE CITY REPORT; AUTHORIZATION OF THE VANCOUVER CITY MANAGER TO ENTER INTO CONTRACTS PURSUANT TO VMC 3.05.030; AND AUTHORIZATION OF THE VANCOUVER CITY MANAGER TO ACCESS THE CITY EMERGENCY RESERVE FUND.

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 *et. seq.*, due to the public health threat posed by the novel coronavirus (COVID-19). (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020.

According to the World Health Organization as of March 11, 2020, COVID-19 constitutes a global pandemic due to the alarming levels of the spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.”

On March 12, 2020, the Clark County Department of Public Health recommended cancellation of large gatherings of more than 250 people in order to minimize the potential health impacts of COVID-19. On March 16, 2020, Washington Governor Jay Inslee signed proclamation 20-13 prohibiting the operation of public venues in which people congregate for entertainment, social or recreational purposes, including but not limited to theaters, bowling alleys, gyms, fitness centers, non-tribal card rooms, barbershops and hair/nail salons, tattoo parlors, pool halls, and other similar venues; ordering the closure of restaurants, food courts, bars and taverns, coffee shops; prohibiting the operation of all retail businesses except pharmacies and grocery stores, unless such other retail store designates an employee or officer who must establish and implement social distancing and sanitation measures established by the United States Centers for Disease Control and Prevention or the Washington State Department of Health guidelines.

The City of Vancouver operates recreational and business activities and regularly hosts and permits large gatherings of people in the regular operation of City business. In light of the foregoing, and in order to slow the spread of the disease, and protect the lives of residents of the City of Vancouver, I find that the adverse impacts of the COVID-19 emergency present a real, immediate threat of interruption to the proper performance of essential functions, or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Additionally, I find that further social distancing and community mitigation measures are necessary.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, I hereby Order that a state of emergency continues to exist in the City of Vancouver and that all provisions of Emergency Order No. 2020-02 remain in full force and effect.

FURTHERMORE, based on the above situation and pursuant to Vancouver Municipal Code Chapter 2.12, I hereby issue the following additional Emergency Orders:

Section 1. Parks and Recreation Department Related Cancellations. All Parks and Recreation Community Centers are hereby closed to the public; all programming, including private events are hereby cancelled through the duration of this Emergency Order.

Section 2. Closure of City Hall to the Public. While this Emergency Order is in effect, Vancouver City Hall will be closed to the public except by appointment and as indicated herein. The doors to City Hall will remain locked. The permit center will continue to process permits that have already been submitted per normal, and will rely on on-line submittals. Protocols for meetings of the Vancouver City Council are amended as indicated in Section 3.

Section 3. Vancouver City Council Meetings. While this Emergency Order is in effect, meetings of the Vancouver City Council will be held only twice per month commencing at 6:30 p.m. on the first and third Monday of each month. Agendas for upcoming City Council meetings will be published and posted online in advance at:

www.cityofvancouver.us/citycouncil/page/meeting-agendas-and-minutes

Written comments may be submitted to amanda.delapena@cityofvancouver.us by 4:00 p.m. prior to each City Council meeting held while this Order is in effect. Comments will be compiled and sent to the City Council. In addition, the City Council will be accepting remote testimony on published agenda items via conference call for these meetings. Advance registration is required. Anyone wishing to testify remotely on items listed under the Consent Agenda or Public Hearings

sections of a published agenda may register until 4:00 p.m. on the day of the meeting at which they wish to testify. Visit the following website after the agenda has been published to register:

<https://www.cityofvancouver.us/citycouncil/webform/register-provide-remote-council-meeting-testimony>, or call the City Manager's Office at (360) 487-8607

All City Council meetings are streamed live on www.cvtv.org and broadcast on Comcast Channels 23 / 323.

Section 4. Postponement of the Annual State of the City Report. Pursuant to this Emergency Order, the 2020 State of the City Report is hereby postponed and will not occur during the first fiscal quarter of 2020 as regularly called for by City Council Policy. Notice of the 2020 State of the City Address will be published and posted online in advance at:

www.cityofvancouver.us

Section 5. Police and Fire Stations. Police station lobbies will remain open in recognition of the facility design (barriers between the public and employees) and the need for continued access of the public to police. Fire station tours and public access remain suspended pursuant to Emergency Order No. 2020-02.

Section 6. Emergency Purchasing Authority of the City Manager. For the duration of this Emergency Order, the Vancouver City Manager is hereby is authorized to make all emergency procurements, except those for public works which are governed by VMC 3.05.240. Procurements under this section are exempt from competitive procurement requirements.

Section 7. Emergency Budget Authority. In recognition of the adverse financial impacts of the COVID-19 emergency, for the duration of this Emergency Order, the Vancouver City Manager shall have the authority to increase the City budget to access the City's emergency reserve fund.

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Section 8. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

SIGNED, this 18th, day of March, 2020, at 11:35 hours.

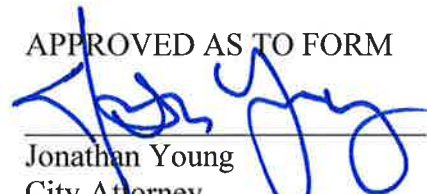
ATTEST:


Natasha Ramras
City Clerk

CITY OF VANCOUVER

Eric Holmes
City Manager

APPROVED AS TO FORM


Jonathan Young
City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON,
AMENDING EMERGENCY ORDER NOS. 2020-02 and 2020-03;
No. 2020-04

REGARDING INFECTIOUS DISEASE CONTROL WITHIN THE CITY WORKFORCE; IMPLEMENTATION OF A TEMPORARY TELECOMMUTE POLICY; TEMPORARY EXPANSION OF CURRENT EMPLOYMENT LEAVE POLICIES FOR ALL REGULAR BENEFITTED EMPLOYEES OF THE CITY OF VANCOUVER; AND TEMPORARY AMENDMENT OF CITY HIRING PRACTICES.

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 *et. seq.*, due to the public health threat posed by the novel coronavirus (COVID-19). (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020.

According to the World Health Organization as of March 11, 2020, COVID-19 constitutes a global pandemic due to the alarming levels of the spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.”

On March 12, 2020, the Clark County Department of Public Health recommended cancellation of large gatherings of more than 250 people in order to minimize the potential health impacts of COVID-19. On March 16, 2020, Washington Governor Jay Inslee signed proclamation 20-13 prohibiting the operation of public venues in which people congregate for entertainment, social or recreational purposes; ordering the closure of restaurants, food courts, bars and taverns, coffee shops; and prohibiting the operation of all retail businesses except pharmacies and grocery stores, unless such other retail store designates an employee or officer who must establish and implement social distancing and sanitation measures established by the United States Centers for Disease Control and Prevention or the Washington State Department of Health guidelines.

As of March 18, 2020, Washington State had recorded a total of at least sixty-six (66) COVID-19 related deaths (the highest number in the nation); a total of 17,105 people had been tested statewide, of those, 15,918 were negative and 1,187 were positive.

The City of Vancouver employs over 1,070 individuals in 10 departments, operates recreational facilities, conducts business activities, and regularly hosts and permits large gatherings of people in the regular operation of City business. In light of the foregoing, and in order to slow the spread of the COVID-19 disease, and protect the lives of residents of the City of Vancouver, while mitigating the impact to city employees and their families, I find that further social distancing, community mitigation measures and temporarily revised employment policies are necessary.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, I hereby Order that a state of emergency continues to exist in the City of Vancouver, and that Emergency Order No. 2020-02 be amended to delete Section 4. I further Order that all remaining provisions of Emergency Order No. 2020-02, and all provisions of Emergency Order No. 2020-03, remain in full force and effect.

FURTHERMORE, based on the above situation and pursuant to Vancouver Municipal Code Chapter 2.12, I hereby issue the following additional Emergency Orders:

Section 1. Infectious Disease Control. While this Emergency Order is in effect, all employees of the City of Vancouver are hereby directed to comply with the terms and conditions of the “[Temporary Infectious Disease Control Policy](#)” effective now, or as may be subsequently amended by written notice of the Vancouver City Manager or designee.

Section 2. Temporary Telecommuting Policy. While this Emergency Order is in effect, employees of the City of Vancouver may be directed to telecommute as specified within the “[City of Vancouver Temporary Telecommuting Policy and Agreement Coronavirus \(COVID-19\) Response](#)” effective March 17, 2020; all telecommute agreements entered into pursuant to the above-referenced policy prior to the date of this Emergency Order, and all actions taken in conformance with such agreement(s), are hereby ratified and confirmed.

Section 3. Temporary Amendment of Employment Leave Policies. While this Emergency Order is in effect, the leave policies for all regular, benefitted employees of the City of Vancouver shall be amended as set forth in the “[Temporary Leave Policy and Program Coronavirus \(COVID-19\) Response](#)” effective now, or as may be subsequently amended by written notice of the Vancouver City Manager or designee.

Section 4. Amendment of City Hiring Practices. In recognition of the adverse financial impacts of the COVID-19 emergency, for the duration of this Emergency Order, the hiring of new City Employees shall require advance written authorization of the City Manager or designee.

Section 5. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

SIGNED, this 19th, day of March, 2020, at 15:05 hours.

ATTEST:

Natasha Ramras

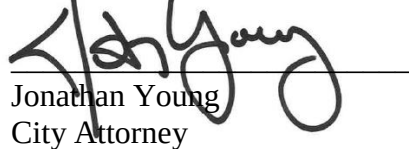
Natasha Ramras
City Clerk

CITY OF VANCOUVER



Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON,
EMERGENCY ORDER

No. 2020-05

SUSPENDING COLLECTION OF SPECIFIED ON-STREET PARKING FEES; SUSPENDING SPECIFIED PARKING ENFORCEMENT ACTIVITIES; AND WAIVING PARKING CITATIONS ISSUED FOR ON-STREET PARKING VIOLATIONS ON OR AFTER 14:30 HOURS ON MARCH 13, 2020 THROUGH THE EXPIRATION OF THIS EMERGENCY ORDER.

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 *et. seq.*, due to the public health threat posed by the novel coronavirus (COVID-19). (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020.

According to the World Health Organization as of March 11, 2020, COVID-19 constitutes a global pandemic due to the alarming levels of the spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.”

On March 12, 2020, the Clark County Department of Public Health recommended cancellation of large gatherings of more than 250 people in order to minimize the potential health impacts of COVID-19. On March 16, 2020, Washington Governor Jay Inslee signed proclamation 20-13 prohibiting the operation of public venues in which people congregate for entertainment, social or recreational purposes; ordering the closure of restaurants, food courts, bars and taverns, coffee shops; and prohibiting the operation of all retail businesses except pharmacies and grocery stores, unless such other retail store designates an employee or officer who must establish and implement social distancing and sanitation measures established by the United States Centers for Disease Control and Prevention or the Washington State Department of Health guidelines.

As of March 18, 2020, Washington State had recorded a total of at least sixty-six (66) COVID-19 related deaths (the highest number in the nation); a total of 17,105 people had been tested statewide, of those, 15,918 were negative and 1,187 were positive.

Many small businesses in Vancouver are struggling with the impacts of the emergency orders issued in the State and in Vancouver dealing with COVID-19 virus outbreak. The City will not add to that struggle by imposing non-essential parking fees or collecting on parking citations issued while under the present state of emergency. Non-essential parking enforcement places the public and parking enforcement personnel at undue risk. To avoid that risk, specified enforcement must be suspended.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code (VMC) Chapter 2.12, I hereby Order that a state of emergency continues to exist in the City of Vancouver. I further Order that all provisions of Emergency Order Nos. 2020-02 (as amended by 2020-04), 2020-03, and 2020-04 remain in full force and effect.

FURTHERMORE, based on the above situation and pursuant to Vancouver Municipal Code Chapter 2.12, I hereby issue the following additional Emergency Order:

Section 1. Parking Enforcement.

- A.** Commencing at the date and time of issuance of this Emergency Order, and continuing so long as this Emergency Order remains in effect, the requirement for payment of on street parking fees specified by Title 19.11 VMC is hereby suspended.
 - i. This section does not suspend the obligation for payment of parking within off street parking lots (VMC 19.11.040), public parking garages, or any privately owned parking lots.
 - ii. This section does not suspend the collection of normal dues for parking passes, including those issued for on street permit parking. (Parking permit holders may cancel their permits and reapply for a parking permit again in the future; all applications for parking permits will be processed in the order in which they are received.)
- B.** While this Emergency Order remains in effect, parking enforcement activities related to on street parking are hereby suspended, subject to the following exceptions:
 - i. The City will continue all parking enforcement activities related to public parking spaces reserved for persons with disabilities (i.e.,

enforcement will continue for on street, off street, and garage parking spaces reserved for persons with disabilities);

- ii. The City will continue all parking enforcement activities for off street parking spaces, public garages, and any construction work-area related parking closures; and
- iii. The City will continue all parking enforcement activities related to space reserved for fire department and emergency vehicle access.

C. Any citations issued for on street parking violations issued after March 13, 2020 at 14:30 hours through the expiration, termination, or modification of this Emergency Order are hereby revoked and cancelled.

Section 2. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

SIGNED, this 20th day of March, 2020, at 14:25 hours.

ATTEST:

Natasha Ramras

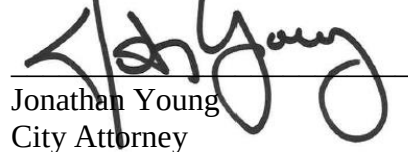
Natasha Ramras
City Clerk

CITY OF VANCOUVER



Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON,
AMENDING EMERGENCY ORDER 2020-03;

No. 2020-06

REGARDING TEMPORARY CLOSURE TO THE PUBLIC OF VANCOUVER POLICE DEPARTMENT BUILDINGS AND MODIFICATION TO VANCOUVER POLICE DEPARTMENT OPERATIONS.

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 *et. seq.*, due to the public health threat posed by the novel coronavirus (COVID-19). (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020.

According to the World Health Organization, as of March 11, 2020, COVID-19 constitutes a global pandemic due to the alarming levels of the spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.” The worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of the City of Vancouver’s community members, with at least 48 confirmed cases of Covid-19 and 5 confirmed deaths caused by the virus in Clark County as of March 26, 2020.

On March 23, 2020, Washington Governor Jay Inslee signed proclamation 20-25, a “Stay Home, Stay Healthy” order, prohibiting people in Washington State from (1) leaving their home or place of residence except to conduct or participate in essential activities, and/or for employment in essential business services; and (2) participating in public and private gatherings of any number of people for social, spiritual and recreational purposes, except for those people who are part of a single household or residential living unit.

The governor’s Stay Home, Stay Healthy order also prohibits all non-essential businesses in Washington State from conducting all activities and operations except minimum basic operations, effective midnight on March 25, 2020; all essential businesses are encouraged to maintain operations but must establish and implement social distancing and sanitation measures established by the United States Department of Labor or the Washington State Department of Health Guidelines. The United States Department of Labor and the Washington State

Department of Health guidelines concerning social distancing in the work place include, among other things, limiting visitors and avoiding face-to-face meetings.

The City of Vancouver operates several critical services, including operating police and fire departments and providing utility services. It is imperative that these services remain operational during the COVID-19 pandemic. In order to maintain the continuity of such services, the City must keep employees who work in these vital industries safe and healthy.

In light of the foregoing, and in order to slow the spread of the disease, and protect the lives of residents of the City of Vancouver, I find that the adverse impacts of the COVID-19 emergency present a real, immediate threat of interruption to the proper performance of essential functions, or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Additionally, I find that further social distancing and community mitigation measures in the operation of the City's essential services are necessary. Whenever possible, the City should protect its critical services workers from potential exposure to Covid-19. I find that maintaining a healthy workforce is critical to the City's ability to provide first responders and other essential services.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, I hereby Order that a state of emergency continues to exist in the City of Vancouver and that all provisions of Emergency Order No. 2020-03 remain in full force and effect, except Section 5, which is expressly amended below.

FURTHERMORE, based on the above situation and pursuant to Vancouver Municipal Code Chapter 2.12, I hereby issue the following additional Emergency Orders:

Section 1. Vancouver Police Department Building Closures. Section 5 of Emergency Order No. 2020-03 is amended as follows. All Vancouver Police Department buildings are hereby closed to the public throughout the duration of this Emergency Order. Fire station tours and public access remain suspended pursuant to Emergency Order No. 2020-02.

Section 2. Access to Non-Emergency Law Enforcement Services by Appointment Only. Members of the community should call 9-1-1 in an emergency. Throughout the duration of this Emergency Order, members of the public may make reports and schedule non-emergency appointments with the Vancouver Police Department, if such appointments are necessary to comply with a court order or other legal mandate and in compliance with the Governor's Stay Home, Stay Healthy order. Such reports and appointments may be made between 8:00 hours (8:00 am) and 17:00 hours (5:00 pm) Monday through Friday by calling (360) 487-7500. After hours, members of the community may call 3-1-1 to report non-emergencies.

Section 3. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

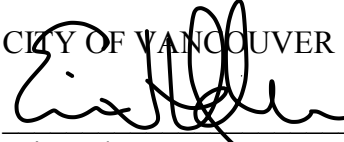
SIGNED, this 26th, day of March, 2020, at 16 : 58 hours.

ATTEST:



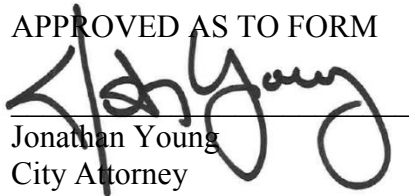
Natasha Ramras
City Clerk

CITY OF VANCOUVER



Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON,
AMENDING EMERGENCY ORDER NO. 2020-02;

No. 2020-07

REGARDING PERMITTING OF PUBLIC FARMERS MARKETS; UTILITY RATEPAYER ASSISTANCE; FUNDING OF THE CITY “HELP TO OTHERS” (H20) ACCOUNT; AND TEMPORARY SUSPENSION OF THE BUSINESS LICENSE FEE (VMC 5.04.090) AND BUSINESS LICENSE FEE SURCHARGE (VMC 5.04.095).

On March 11, 2020, the World Health Organization announced that the novel coronavirus (COVID-19) constitutes a global pandemic due to the alarming spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.”

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 to address the public health threat posed by COVID-19. (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020.

Over the past weeks, a substantial portion of our local workforce has been impacted by layoffs, reduced work hours and corresponding reductions in pay as a result of COVID-19. As a result, an immediate threat is posed to the life, health and safety of Vancouver residents who are unable to make payments for housing and procure necessary goods and services. Further, our local businesses play a vital role in maintaining the stability of our local economy. Yet local businesses are at an increased risk of economic hardship due to temporary restrictions on the provisions of services under the Washington State “Stay Home, Stay Healthy” Proclamation as well as volatility in the global economy caused by the COVID-19 pandemic. On April 2, 2020, Washington State Governor Jay Inslee announced a four-week extension of the “Stay Home, Stay Healthy” Order. ([Proclamation 20-25.1.](#))

Emergency Order 2020-02, issued on March 13, 2020, cancelled all public gathering with a planned or forecasted attendance above 250 people for which a permit had been issued by the City of Vancouver. However, in the weeks since, measures have been identified that, if followed, will mitigate the risk of transmitting COVID-19 at public farmers markets while allowing residents of the City to obtain necessary fresh food products. Accordingly, I find that public farmers markets with a City-approved operation plan and valid Fire & Life Safety Operational

Permit issued by the City of Vancouver should be allowed to operate during the declared emergency until further notice.

Washington State Gubernatorial [Proclamation 20-23.1](#) provides that “preserving and maintaining essential services to vulnerable populations during this crisis supports the fundamental public purpose of protecting public health and welfare.” In so proclaiming, the Governor strongly encouraged “all utilities in Washington State to take reasonable actions to mitigate the economic impacts of the COVID-19 pandemic on their utility customers caused by this crisis, including but not limited to: acting to prevent disconnection of services due to non-payment during the term of the statewide emergency declaration; waiving late payments and fees; using payment plans to fulfill customer outstanding balances; employing internal processes and procedures to facilitate social distancing and proper hygiene practices; and closing facilities to the public.” The Governor also strongly encouraged “municipal and public utility boards and commissions to delegate authority to senior utility executives to take any and all actions necessary or appropriate to mitigate the economic impacts to their utility customers to address the COVID-19 crisis.” I find that the foregoing measures are necessary and proper to protect those who receive utility services from the City of Vancouver. This Order is intended to put into place the measures the Governor has encouraged and ordered. This Order will be presented to Council for ratification to delegate the powers provided for herein.

The City of Vancouver maintains a Help to Others, or H2O, Utility program that helps qualifying, low-income residents in crisis pay their water bills. Applicants are carefully screened for financial and service requirements to be eligible for assistance. Funding is generally provided through citizen contributions. However, in light of the declared emergency, additional funding is needed for the Help to Others Account due to the increase prevalence of financial hardship during this declared emergency. I find that additional funding to the H2O Account is necessary and proper to mitigate the risks posed to low-income residents of the City of Vancouver.

The City adopted an employee business license fee codified at VMC 5.04.090 in 1954 by Ordinance M-203; and an employee business license fee surcharge codified at VMC 5.04.095 in 2006 by Ordinance M-4192. I find that immediate suspension of the business license fee and business license fee surcharge are necessary in view of the economic hardship caused to our local businesses by current restrictions on the provisions of services under the Washington State “Stay Home, Stay Healthy” Proclamation as well as volatility in the global economy caused by the COVID-19 pandemic.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, I hereby Order that a state of emergency continues to exist in the City of Vancouver and that all provisions of Emergency Order No. 2020-02 remain in full force and

effect, except Section 1, which is expressly amended below. I further order that all provisions of Emergency Orders 2020-03 (as amended), 2020-04, 2020-05, and 2020-06 remain in full force and effect.

FURTHERMORE, based on the above situation and pursuant to Vancouver Municipal Code Chapter 2.12, I hereby issue the following additional Emergency Orders:

Section 1. Permitting Public Farmers Markets. Section 1 of City of Vancouver [Emergency Order 2020-02](#) is hereby amended to read as follows:

Public farmers markets may operate pursuant to the terms of (i) a written operational plan approved by the City of Vancouver, and (ii) a “Fire & Life Safety Operational Permit” issued by the City of Vancouver, which may include additional terms. Except as provided above, all other public gatherings with planned or forecasted attendance above 250 people, for which a permit has been issued by the City of Vancouver, scheduled to occur while this Emergency Order is in effect, are hereby cancelled.

Section 2. Utility Ratepayer Assistance. In recognition of the economic impacts of the COVID-19 pandemic on households, the City Public Works Director is directed to provide for additional flexibility and resources for distressed residential customers as follows:

- A. Extend utility payment due dates for 60 days from the original due date for bills due, or coming due, in the months of March 2020, and April 2020.
- B. Provide for payment plans for distressed households through the end of the year.
- C. Suspend disconnects and late charges for 60 days.

Section 3. Funding for the Help to Others (H2O). Funding for the “Help to Others” (H2O) Utilities Account is hereby increased by \$250,000 to provide increased financial assistance to qualifying, low-income residents experiencing difficulty paying water bills.

Section 4. Business License Fee and Business License Surcharge.

- A. Suspension of the Business License Fee. The business license fee codified as Vancouver Municipal Code 5.04.090 is hereby immediately suspended for businesses renewing between April 1, 2020 and the earlier of either (i) the expiration or termination of this Emergency Order, or (ii) adoption of an Ordinance providing for a twelve-month suspension of the Business License Fee by the Vancouver City Council.
- B. Suspension of the Business License Fee Surcharge. The business license fee surcharge codified at Vancouver Municipal Code 5.04.095 is hereby immediately

suspended for businesses renewing between April 1, 2020 and the earlier of either (i) the expiration or termination of this Emergency Order, or (ii) adoption of an Ordinance providing for a twelve-month suspension of the Business License Fee by the Vancouver City Council.

Section 5. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

SIGNED, this 3rd day of April, 2020, at 10:55 hours.

ATTEST:

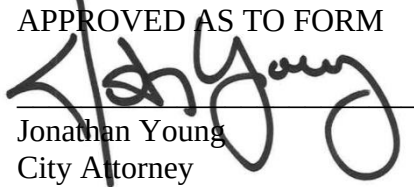


Natasha Ramras
City Clerk

CITY OF VANCOUVER


Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON,
EMERGENCY ORDER

No. 2020-08

REGARDING FORECLOSURES, EVICTIONS, AND RENTAL PROPERTY INSPECTIONS; ADDING A DEFENSE FROM RESIDENTIAL FORECLOSURE ON PRIVATE MORTGAGES; ADDING A DEFENSE FROM EVICTION FOR SMALL BUSINESSES WITH FEWER THAN FIFTY (50) EMPLOYEES; AND REQUIRING SPECIFIED SANTITATION MEASURES BE TAKEN WHEN CONDUCTING INSPECTIONS OF RESIDENTIAL RENTAL PROPERTY.

On March 11, 2020, the World Health Organization announced that the novel coronavirus (COVID-19) constitutes a global pandemic due to the alarming spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.”

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 to address the public health threat posed by COVID-19. (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020.

On March 18, 2020, the United States Department of Housing and Urban Development (HUD) Secretary Ben Carson, in consultation with the President of the United States and the Coronavirus Task Force, authorized the Federal Housing Administration (FHA) to implement an immediate [Federal Foreclosure and Eviction Moratorium](#) for single family homeowners with FHA-insured mortgages for sixty (60) days. However, by its terms, the federal foreclosure moratorium does not apply to mortgages that are outside of the FHA conservatorship. Washington State has encouraged, but not required, private lenders to offer forbearances, waive late fees, postpone foreclosure actions, and provide other specified relief during the pendency of the declared emergency by way of a [Guidance Letter](#) to Washington State Regulated and Exempt Residential Mortgage Loan Servicers Regarding Support for Borrowers Impacted by the Novel Coronavirus (COVID-19). However, borrowers within the City of Vancouver remain vulnerable to foreclosure actions on privately serviced loans. The City of Vancouver has previously declared the existence of an Affordable Housing Emergency, Resolution M-3885 (2016), and a substantial portion of our workforce has recently been impacted by layoffs, reduced work hours and corresponding reductions in pay as a result of COVID-19. As a result, an immediate threat is

posed to the life, health and safety of Vancouver residents who are unable to make payments on privately serviced mortgages. Accordingly, I find that the action described herein is necessary in order to mitigate this threat to residents of the City of Vancouver.

On March 18, 2020, Governor Jay Inslee found that a temporary moratorium on evictions throughout Washington State would help reduce economic hardship and related life, health, and safety risks to those who are unable to pay rent as a result of the COVID-19 pandemic, and issued Washington State Emergency [Proclamation 20-19](#), prohibiting residential evictions by all residential landlords operating residential rental property in Washington State. However, certain additional concerns exist within the City of Vancouver rental market. Particularly, small businesses are not included within the protections of Proclamation 20-19 and therefore remain at risk of eviction. Small businesses play a vital role in maintaining the stability of our local economy. Yet such businesses are also at an increased risk of economic hardship due to temporary restrictions on the provisions of services under the “Stay Home, Stay Healthy” Proclamation as well as volatility in the global economy.

As of April 3, 2020, the State of Washington remains in a declared state of emergency. Clark County, Washington has recorded a total of at least eight (8) COVID-19 related deaths; a total of 1,203 people have been tested countywide, and of those, 131 were positive.

Foreclosures on privately held residential mortgages; evictions of small businesses; and inspections of residential rental tenancies without proper sanitation measures are placing the life, health and safety of private home owners, small business tenants, and residential tenants at risk. Further, these measures endanger the stability of our local economy as a whole and risk further transmission of COVID-19 throughout the City of Vancouver. As a result of the foregoing, I find that immediate action is necessary in order to preserve the safety, health and welfare of residents of the City of Vancouver as set forth herein. In providing the relief specified below, I am cognizant of the competing interests of mortgage servicers and landlords who have reasonable expectations to safeguard and generate earnings and profits from their property investments and holdings. However, under our current state of emergency, I find that the following action is needed to preserve the life, health and safety of our residents:

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, Vancouver Municipal Code Chapter 2.12, and Resolution (M-4061) of the Vancouver City Council, I hereby Order that a state of emergency continues to exist in the City of Vancouver. I further Order that Emergency Orders 2020-02 and 2020-03 (as amended), and Emergency Orders 2020-04, 2020-05, 2020-06, 2020-07, remain in full force and effect.

FURTHERMORE, based on the above situation and pursuant to Vancouver Municipal Code Chapter 2.12, I hereby issue the following additional Emergency Orders:

Section 1. Defense from Residential Foreclosure on Private Mortgages.

- A. Given the public health emergency and public safety issues presented by the circumstances described in Declaration of Civil Emergency 2020-01, it shall be unlawful to initiate or advance a Private Residential Foreclosure Action with respect to any property within the city limits of Vancouver while this Emergency Order is in effect, except in such circumstances when foreclosure is necessary to abate proven threats to the safety of others or the protection of the property. Any mortgagor may raise this emergency order as a defense in any pending or initiated Private Residential Foreclosure Action. Nothing in this order is intended to preclude a court from granting a continuance of a hearing date to allow a pending foreclosure action to be heard after the expiration of this Emergency Order.
- B. “Private Residential Foreclosure Action” for purposes of this Emergency Order means a civil legal action by a residential mortgage loan holder or servicer (“Servicer”), against a mortgage borrower related to residential real property located within the City of Vancouver (“Mortgagors”).
 - i. Provided, that a Private Residential Foreclosure Action does not include any action taken on loans made, guaranteed or covered under the Federal Housing Financing Authority (FHFA) conservatorship.
 - ii. Provided further, that the affirmative defense provided in Section 1.A. shall not apply to foreclosures based on a financial instrument entered into after the signing of this Emergency Order.
- C. Nothing in this Emergency Order prevents any Servicer from initiating an action to enforce any contractual obligations, including without limitation late fees, after the conclusion of this Emergency Order.

Section 2. Defense from Eviction of Small Businesses.

- A. It shall be unlawful for any landlord or landlord’s agent to initiate or advance an unlawful detainer action while this Emergency Order is in effect, on any property in which the tenant is:

- i. a Small Business tenant of commercial property located within the City of Vancouver; and
 - ii. the Small Business has not engaged in any act or omission constituting an imminent threat of damage to the property or to the health or safety of the public, neighbors, or the commercial lessor.
- B. “Small Business” for purposes of this Emergency Order means a person or entity that, on the date this Emergency Order was issued:
 - i. Had a valid Vancouver Business License issued pursuant to Vancouver Municipal Code 5.04; and
 - ii. Employed fewer than fifty (50) employees.

Section 3. Inspection of Residential Property - Equipment Required.

- A. In order to reduce the transmission of COVID-19 and protect the life, health and safety of residential tenants within the City of Vancouver, while this Emergency Order is in effect, every landlord, or landlord’s agent, who enters the interior of residential rental property or a dwelling unit within the City of Vancouver for the purpose of conducting an inspection authorized under RCW 59.18, shall:
 - i. Wear personal protective equipment (PPE) including, at a minimum, a face mask, gloves, and disposable shoe coverings at all times during the inspection of the interior of the rental premises.
 - ii. Adhere to social distancing requirements recommended by the Centers for Disease Control and Prevention (CDC) and Clark County Department of Public Health.
- B. Section 3 of this Emergency Order shall not be construed to broaden or expand any rights to inspection, nor allow any inspection activity that is otherwise prohibited by operation of law, including without limitation, Washington State Gubernatorial [Proclamation 20-25.1](#).

Section 4. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

SIGNED, this 3rd day of April, 2020, at 10:55 hours.

ATTEST:

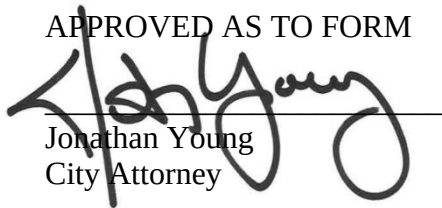


Natasha Ramras
City Clerk

CITY OF VANCOUVER


Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney