

Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



To view items in detail, click
on highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, October 5, 2021
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

- ❖ **September 28, 2021**
- ❖ **September 28, 2021 – Special Meeting**

Review Agenda

Consent Agenda

Auditor

- a. Coding Correction of Funds From Current Expense to Election Reserve Fund
- b. Cancellation of Unclaimed Warrants

Human Resources

- c. Payment of Sheriff Wages to Jon Law During Interim Appointment; Amending Resolution 2021-638

Juvenile

- d. Contract Termination w/Benton-Franklin Health District for Medical Services
- e. Contract w/Day Wireless Systems for Installation of Bidirectional Amplifier & Antenna System
- f. Contract w/Karyn Oldfield for Attorney Representation in Becca Dockets

Public Works

- g. Contract w/Construction Ahead for Crack Seal Project

h. Award of Contract w/Stripe Rite for Pavement Marking

Purchasing

i. First Contract Amendment w/Moon Security Services for Fire & Security Monitoring Services

j. First Contract Amendment w/Intermountain Cleaning to Include Administration Building

k. Purchase of QLess Queuing Software From Shi International for Administration Building

l. Purchase of Deicer From Envirotech Services for Public Works Department

m. Purchase of Road Salt From Salt Distributors for Public Works Department

n. Award of Purchase of 54 Glock Pistols to Gunarama Wholesale for Corrections Department

o. Agreement w/Mister Car Wash for Benton County Sheriff's Office; Amending Resolution 2020-1001

Public Comment ~for public engagement during Commissioners' meetings, please use the public comments phone line @: **Dial: 509 460-4941**

Public Hearing

Eaton Park Improvement Club Inc. Franchise Renewal ~ Cristina Woods

Scheduled Business

Benton County Travel Policy Update ~ M Rasmussen

Other Business

Executive Session

3rd Quarter Litigation Update ~ R Brown

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, September 28, 2021, 9:00 a.m.

Meeting provided in-person, by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small
Commissioner Will McKay
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Adam Fyall, Sustainable Development Manager via/WebEx; Clerk Josie Delvin; Adam Morasch, Risk Manager; Treasurer Ken Spencer; Ela Selga, District Court Administrator; DPA Stephen Hallstrom; Interim Sheriff Jon Law; District Court Judge John Ziobro; Chief Scott Souza, Corrections; Lt. Rob Guerrero, Corrections.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of September 21, 2021 were approved.

Agenda Review

The following item was added to “Other Business”:

- Contract with Aramark Correctional for Food Services at the Jail

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items “a” through “j”. Commissioner McKay seconded and upon vote, the Board approved the following:

Auditor

- a. Setting the Method for Sale & Minimum Bid on 1973 Cessna 182P Aircraft
- b. Transfer of Funds, Fund No. 0111-101, Dept. 000

Commissioners

- c. Transfer of Funds, Fund No. 0000-101, Dept. 115 to 106
- d. Appointment of Marilyn Dickenson to the Columbia Irrigation District Board

Facilities

- e. Easement Release & New Easement to City of Kennewick for Construction & Maintenance of Waterlines at the Administration Building
- f. Right of Way Easement to Benton PUD at the Administration Building

Juvenile

- g. Transfer of Funds, Fund No. 0115-101, Dept. 171

Prosecuting Attorney

- h. Transfer of Fund, Fund No. 0000-101, Dept. 117

Purchasing

- i. Accepting Work Performed by Chervenell Construction Co. for the Courtroom Audio-Visual Upgrade Project
- j. Contract w/Keefe Commissary Network for Inmate Commissary Services for Corrections Dept.

Public Comment

None.

Authorization for Grant Application Submittal to the Administrative Offices of the Courts for Therapeutic Court Services

District Court Judge Ziobro presented a resolution authorizing District Court to submit a grant application through the Administrative Offices of the Courts to fund UA's and provide funds for housing and other treatment services needed by individuals with substance abuse problems. The amount of the grant being requested was \$222,000.00. This would also allow Judge Ziobro to be the signatory on the grant.

MOTION: Commissioner Small moved to approve the Resolution authorizing District Court to submit an application for Therapeutic Court Enhancement Grant and designate the District Court Presiding Judge as signatory. Commissioner McKay seconded and upon vote, the motion carried.

Contract w/WA State Dept. of Corrections for Jail Bed Space @ the Jail

Chief Souza presented a contract with Washington State Department of Corrections for jail bed space at the jail. The previous contract expired on December 31, 2020 and the new agreement would be back dated to January 1, 2021 to allow Benton County to bill DOC for any expenditures since January 1, 2021.

MOTION: Commissioner Small moved to approve the Interagency Contract No. K12418 between Benton County and Washington State Department of Corrections for jail bed space at the Benton County jail as presented. Commissioner McKay seconded and upon vote, the motion carried.

Agreement w/Axon Enterprise for Purchase of Body & Vehicle Cameras and Taser Equipment for the Sheriff's Office

Interim Sheriff Jon Law presented an agreement with Axon Enterprise for purchase of body and vehicle cameras and taser equipment. State House Bill 1223 was amended to enact the uniform electronic recordation of custodial interrogations act and required purchase of body and vehicle cameras and taser equipment. Benton County received funding from the Office of Financial Management based on population as part of the legislation for one-time costs. The purchase cost of the equipment was \$1,347,120.20, plus shipping from Axon as a sole source provider. Proposed funding would be allocated as follows:

- Office of Financial Management - \$808,428 (to be placed in Capital Projects)
- PST - \$538,692.20 plus shipping

MOTION: Commissioner Small moved the Board of Benton County Commissioners approve the purchase of body and vehicle cameras and taser equipment for a total amount of \$1,347,120.20 including WSST, plus any shipping fee, and authorize the Chairman to sign the Master Services and Purchasing Agreement between Benton County and Axon Enterprise, as presented. Commissioner McKay seconded and upon vote, the motion carried.

Northwest Winterfest Event @ the Benton County Fairgrounds

Adam Fyall, via/WebEx presented a proposal for a contract with Northwest Winterfest for a large lighted display festival scheduled for January 14, 2022 through April 30, 2022. He said the rental fee was \$30,300.00 plus \$1.00 for every ticket sold.

MOTION: Commissioner Small moved to approve staff to proceed with execution of the Fairgrounds facility use agreement between Benton County and Northwest Winterfest and direct the County Administrator to sign said agreement. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Aramark Correctional Services Contract

Chief Souza presented a new contract with Aramark Correctional Services for food services at the Benton County jail, based on termination of the current contract that the Board approved two weeks ago.

MOTION: Commissioner Small moved to approve the contract with Aramark Correctional Services, LLC for food services at the Benton County Jail as presented. Commissioner McKay seconded and upon vote, the motion carried.

District Court Judge Appointment

The Board discussed the process for appointing a new judge due to the recently announced vacancy. The Board agreed to have HR announce and post the position. However, if there were

not any new applicants since the last vacancy, they would use the same list and would not need to interview.

Moratorium – Renewable Energy

Mr. MacPherson said the Planning Department had several inquiries regarding solar projects and he said other counties, including Grant, Yakima, Douglas, and a few others had put moratoriums on renewable energy projects to allow time to develop regulations. He said it was their recommendation the Board consider a moratorium to allow time to develop regulations and if approved, he would work with legal counsel to prepare a moratorium for the Board's review. The Board agreed to move forward with that recommendation.

Greg Wendt, via/WebEx, said he met with TRIDEC and they were still trying to work the relationship with Scout Energy regarding the location of the project and other details.

The Board briefly recessed, reconvening at 9:33 a.m.

Executive Session – Pending Litigation

The Board went into executive session at 9:33 a.m. for up to 20 minutes with DPA Stephen Hallstrom and Adam Morasch. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie to discuss pending litigation.

The Board came out at 9:46 a.m. No decisions were made in executive session.

MOTION: Commissioner Small moved to authorize the Risk Pool to settle the Joseph Thornton v. Benton County case in the amount of \$20,000. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Small moved to authorize the Risk Pool to settle the Rodrigo Romero v. Benton County case in the amount of \$20,000. Commissioner McKay seconded and upon vote, the motion carried.

Accounts Payable

Check Date: 09/24/2021

Warrants #: 221626-221871
Total all funds: \$1,057,088.41

EFT's #: 1938-1960
Transfers #: 09242101-09242104
Total all funds: \$496,235.51

Resolutions

- 2021-704: Setting the Method for Sale & Minimum Bid on 1973 Cessna 182P Aircraft
- 2021-705: Transfer of Funds, Fund No. 0111-101, Dept. 000
- 2021-706: Transfer of Funds, Fund No. 0000-101, Dept. 115 to 106
- 2021-707: Appointment of Marilyn Dickenson to the Columbia Irrigation District Board
- 2021-708: Easement Release & New Easement to City of Kennewick for Construction & Maintenance of Waterlines at the Administration Building
- 2021-709: Right of Way Easement to Benton PUD at the Administration Building
- 2021-710: Transfer of Funds, Fund No. 0115-101, Dept. 171
- 2021-711: Transfer of Fund, Fund No. 0000-101, Dept. 117
- 2021-712: Accepting Work Performed by Chervenell Construction Co. for the Courtroom Audio-Visual Upgrade Project
- 2021-713: Contract w/Keefe Commissary Network for Inmate Commissary Services for Corrections Dept.
- 2021-714: Authorizing the Submittal of Therapeutic Court Enhancement Grant Application and Designating the District Court Presiding Judge to Sign the Application with the Administrative Offices of the Courts
- 2021-715: Interagency Contract No. K12418 Between Benton County and Washington State Department of Corrections for Jail Bed Space at the Benton County Jail
- 2021-716: Master Services and Purchasing Agreement Between Benton County and Axon Enterprise Inc. for Purchase of Body and Vehicle Cameras and Taser Equipment for the Benton County Sheriff's Office
- 2021-717: Institutional Food Service Contract to Aramark Correctional Services LLC for Food Services Located at the Benton County Jail

There being no further business before the Board, the meeting adjourned at approximately 9:46 a.m.

Clerk of the Board

Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting

Tuesday, September 28, 2021, 1:30 p.m.

Benton County Justice Center, Kennewick, WA

Meeting provided in person, by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small
Commissioner Will McKay
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; HR Manager Lexi Wingfield; Interim Sheriff Jon Law; Clerk Josie Delvin.

Interviews and Possible Appointment of Benton County Sheriff

Chairman Delvin said the Board would interview the three candidates submitted by the local Republican Party and asked each of the applicants to step out of the room until it was time for their interview, as a professional courtesy.

The Board interviewed the applicants in the following order: Thomas Croskrey, John Hodge, and Jon Law. After review and consideration, Chairman Delvin said the Board would leave the room to go into executive session to evaluate the candidates.

Executive Session - Evaluate the Qualifications of Candidates for Appointment to Elective Office

The Board left the room at approximately 2:00 p.m. to go into executive session for up to 30 minutes to evaluate the qualifications of candidates for appointment to elective office. Also present in executive session were County Administrator Jerrod MacPherson, Deputy County Administrator Matt Rasmussen, Clerk of the Board Cami McKenzie, and HR Manager Lexi Wingfield.

The Board came out of executive session at 2:17 p.m. The Chairman stated that no decisions were made in executive session.

MOTION: Commissioner McKay moved to appoint Thomas Croskrey as the Benton County Sheriff. Commissioner Small seconded.

Discussion

The Board individually thanked the applicants for stepping forward to apply and wished them the best.

Upon vote, the motion carried unanimously.

Resolution

2021-718: Appointing Thomas Croskrey as the Benton County Sheriff effective October 4, 2021

There being no further business before the Board, the meeting adjourned at approximately 2:22 p.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION OF FUNDS
FROM CURRENT EXPENSE 0000101.102 TO ELECTION RESERVE FUND
0111101.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds
shall be code corrected as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor,

L.Roe

Exhibit A

FUND NAME: Current Expense to Election Reserve

AUDITOR'S USE ONLY:	
Keyed:	
Date:	
Initials:	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/05/2021
Subject:	Cancel Old Warrants
Presenter:	
Prepared By:	Rayce Miller
Reviewed By:	Aileen Coverdell
PA Review, Approval to Form:	☐ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☐ Pass Motion ☐ Discussion Only (2 nd) ☒ Pass Resolution ☐ Decision/Direction ☐ Pass Ordinance ☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

Pursuant to RCW 36.22.100 "Registered or interest bearing county warrants not presented within one year of the date of their call, and all other county warrants not presented within one year of the date of their issue shall be canceled by the legislative authority of the county and the auditor and treasurer of the county shall cancel all record of such warrants, so as to leave the funds as if such warrants had never been drawn".

Fiscal Impact

Amount: \$2,900.81

Fund: Current Expense 0000-101

Recommendation

Pass the resolution

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELLATION OF UNCLAIMED WARRANTS AS SET FORTH IN RCW 36.22.100.

WHEREAS, REC 36.22.100, Cancellation of Unclaimed Warrants, specifies in part "...warrants not presented within one year of the date of their issue shall be cancelled by legislative authority of the county..."; and

WHEREAS, certain warrants have not been presented for payment within one year of the date of their issue, from the following funds:

<u>Name of Fund</u>	<u>Number</u>	<u>Outstanding Balance</u>
Current Expense	0000-101	\$2,900.81
		TOTAL \$2,900.81

BE IT RESOLVED, by the Board of Benton County Commissioners, that all outstanding warrants issued on July 1, 2018 thru June 30, 2019 are hereby canceled. The Auditor and Treasurer of Benton County are instructed to cancel all record of such warrants, so as to leave the funds as though such warrants had never been drawn.

BE IT FURTHER RESOLVED, the Auditor of Benton County is instructed to exclude outstanding warrants that are redeemed after the preparation, but before the passage of this resolution and all outstanding warrants that are requested in writing by the issuing departments to remain outstanding.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Stale Dated Outstanding Warrants 06/30/2019

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
Current Expense			
7/6/2018	177294	BARNABY, THERESA	\$11.98
7/6/2018	177299	BAYDO, CONNIE	\$38.66
7/6/2018	177371	HILL, ROBERT	\$22.97
7/6/2018	177423	MENDOZA, ESTEVAN	\$44.45
7/6/2018	177453	PERRY, KARLA	\$38.54
7/6/2018	177464	RAMSDELL, JAMES	\$21.14
7/6/2018	177499	SULLIVAN, JEANINE	\$15.34
7/6/2018	177510	V MOZHAYEV, ANDREY	\$18.99
7/6/2018	177514	WADLOW, JENNIFER	\$11.28
7/6/2018	177524	WICKHAM, KAITLYN	\$37.52
7/13/2018	177815	JARRETT, AMANDA	\$17.29
7/13/2018	177818	JONES, ARLENE	\$14.49
7/13/2018	177854	RIVES, DEBBIE	\$12.37
8/3/2018	178723	CHRYSTAL, CHELSEA	\$12.45
8/3/2018	178724	COLE, MARK	\$10.08
8/3/2018	178733	FANCIULLO, ZOEY	\$10.82
8/3/2018	178782	OCHS, MICHAEL	\$28.48
8/3/2018	178795	ROSEN, LEONARD	\$15.28
8/3/2018	178797	SANDOVAL, PABLO	\$12.70
8/31/2018	180026	ALDERMAN, CILA	\$13.90
8/31/2018	180072	HORSTMAN, SARAH	\$17.25
8/31/2018	180080	LAWS, KEVIN	\$15.56
8/31/2018	180084	LONERGAN, JASON	\$12.11
8/31/2018	180092	MATA, LEAH	\$19.80
8/31/2018	180095	MCPEAK, REGINA	\$13.06
8/31/2018	180110	PAK, HANNAH	\$15.50
8/31/2018	180117	RALSTON, SHELLY	\$13.04
8/31/2018	180131	SCOTT, JARED	\$13.05
9/21/2018	180961	BALMER, DAVID	\$31.86
9/21/2018	180969	CRONK, SIMONE	\$13.20
9/21/2018	180997	LA BELLE, RACHEL	\$24.90
9/21/2018	181014	MEREDITH, RAYMOND	\$28.42
9/21/2018	181032	RODGERS, JOHN	\$27.49
9/21/2018	181047	STOTZ, CINDY	\$27.49
10/19/2018	182083	ECKERT, ROBERT	\$15.94
10/19/2018	182106	JOHNSON, DONALD	\$16.54
10/19/2018	182111	LAPIERS, DEBRA	\$15.61
10/19/2018	182113	LEWIS, PATRICK	\$31.88
10/19/2018	182160	WILLIAMS, THERESA	\$13.76
11/2/2018	182913	FABIAN, FRANK	\$22.86
11/2/2018	182915	FORSYTHE, DYANNA	\$17.29
11/2/2018	182944	LOPEZ, JESSICA	\$13.93
11/2/2018	183019	WEISE, JENNIFER	\$34.28
11/30/2018	184186	ERNSDORFF, BRITTINY	\$17.79
11/30/2018	184198	GRAVES, PHILLIP	\$21.18
11/30/2018	184216	KENNEDY, SEAN	\$38.02
11/30/2018	184217	KNOPP, WILLIAM	\$17.38
11/30/2018	184236	MOE, ROBERT	\$13.38
11/30/2018	184277	TODOROVICH, PAUL	\$14.34
11/30/2018	184290	WILSON, ANDREW	\$18.28
12/14/2018	184882	RIOJAS, MANUEL	\$13.07
12/21/2018	185290	DAVIS, CHRISTINE	\$17.77

Stale Dated Outstanding Warrants 06/30/2019

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
Current Expense			
12/21/2018	185338	HARMAN, BRANDON	\$16.58
12/21/2018	185356	INTRAVARTOLO, DENISE	\$12.65
12/21/2018	185395	MITCHELL, DENNIS	\$17.26
12/21/2018	185428	RETANA DE LA CRUZ, STEVEN	\$15.48
12/21/2018	185488	WHITE, AMANDA	\$13.80
12/31/2018	185879	OWINGS, MARC	\$25.66
1/18/2019	186450	DIONIDA, SHAWN	\$15.36
2/15/2019	187469	GUNTHER, DOUGLAS	\$12.83
2/15/2019	187483	KLUG, HUNTER	\$19.92
2/15/2019	187532	TOLEDO SANCHEZ, CARLOS	\$15.52
2/22/2019	187904	LOGAN CRUZ, JACKELINE	\$13.83
2/22/2019	187916	STRADLEY, DAVID	\$11.24
3/22/2019	189035	PORTER, LYNDON	\$43.54
3/22/2019	189058	SERRAULT, VERNON	\$35.70
3/22/2019	189059	SHEPHERD, DAVID	\$27.82
3/29/2019	189488	CHASTAIN, ANGELA	\$13.11
3/29/2019	189508	HEALY, FAYE	\$17.15
3/29/2019	189509	HILL, CARRIE	\$23.90
3/29/2019	189512	HOWLAND, CHASE	\$28.42
4/19/2019	189972	BOWMAN, ALEXANDER	\$13.25
4/19/2019	189975	CHAPIN, WILLIAM	\$13.64
4/19/2019	189989	LARSON, JASON	\$11.53
4/19/2019	189995	MITCHELL, PAMELA	\$19.08
4/26/2019	190485	ANDERSON, GAIL	\$28.50
4/26/2019	190487	ASBELL, JAMES	\$21.31
4/26/2019	190502	BOOTSMA, DANIEL	\$16.91
4/26/2019	190511	BROWN, TAYLER	\$32.85
4/26/2019	190584	GARCIA, RANDOLPH	\$18.24
4/26/2019	190595	GUTHRIE, MICHAEL	\$18.60
4/26/2019	190606	HEDRICK, FORREST	\$12.91
4/26/2019	190607	HEINEN, JOSEPH	\$21.45
4/26/2019	190615	HOOPER, CHAZ	\$19.05
4/26/2019	190624	JENSEN, LINDA	\$15.89
4/26/2019	190636	KELSCH, SHANE	\$12.04
4/26/2019	190639	KLEIN, JACOB	\$15.31
4/26/2019	190651	LEWIS, LINDSEY	\$17.54
4/26/2019	190663	MERCADO, ADELLA	\$17.04
4/26/2019	190758	STINE, MERWIN	\$12.80
4/26/2019	190760	SUMMERS, RICHARD	\$14.43
4/26/2019	190769	VAN GROUW, SARAH	\$12.74
4/26/2019	190780	WHEELER, CARL	\$13.82
5/3/2019	191071	CAP, DEREK	\$17.57
5/3/2019	191115	HALTER, TODD	\$16.65
5/3/2019	191116	HAMMOND, SARAH	\$31.75
5/3/2019	191129	HURSON, ALETA	\$19.47
5/3/2019	191148	MACDONALD, COURTNEY	\$12.37
5/3/2019	191203	SMITH, SHAD	\$12.69
5/3/2019	191224	WEAGANT, GEORGE	\$19.80
5/24/2019	191996	BARRAZA, WENDY	\$27.36

Stale Dated Outstanding Warrants 06/30/2019

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
Current Expense			
5/24/2019	191755	BRUMFIELD, ERIKA	\$11.76
5/24/2019	192010	CRAFT, THOMAS	\$17.77
5/24/2019	191806	GANNA, LINDSEY	\$16.32
5/24/2019	192028	GILLEN, ELLEN	\$11.07
5/24/2019	191817	GROGAN, KAREN	\$16.93
5/24/2019	191854	LLAMAS MUNOZ, ALIN	\$10.82
5/24/2019	191857	MARQUEZ, JENNIFER	\$19.86
5/24/2019	192077	SCHERTENLEIB, JOHN	\$18.08
5/24/2019	191953	SOTO, EDGAR	\$17.34
5/24/2019	192086	SUYAMA, BRIAN	\$39.96
5/24/2019	191986	WOLF, RENEE	\$23.00
5/31/2019	192379	ERVIN, ALISSA	\$23.39
5/31/2019	192398	HANSON, PATRICIA	\$12.44
5/31/2019	192429	PARKHURST, SHANE	\$13.71
5/31/2019	192430	PIERCE, MELISSA	\$16.93
5/31/2019	192437	ROE, BRETT	\$34.38
6/21/2019	192991	BAKER, CAMDEN	\$44.54
6/21/2019	192997	BRIGHTFUL, AMY	\$47.10
6/21/2019	193033	FOOS, GREGORY	\$33.44
6/21/2019	193046	HALL, MELINDA	\$17.22
6/21/2019	193061	KIRK, TANNER	\$13.22
6/21/2019	193079	MELLEMA, MICHAEL	\$11.80
6/21/2019	193085	MONTENEY, DAVID	\$16.91
6/21/2019	193089	O'NIEL, THERESA	\$16.53
6/21/2019	193093	POHJOLA, CHRISTINE	\$13.63
6/21/2019	193115	SMULL, PAUL	\$17.63
8/24/2018	179733	CAMERON KITCHENS	\$19.92
9/21/2018	181107	GINGRICH, GABRIELLE	\$10.00
12/14/2018	184938	FERNANDEZ, MELAINE	\$10.00
1/18/2019	186519	BETANCOURT, PEDRO	\$20.00
1/18/2019	186525	BOOMGAARDEN, KYLE	\$67.77
1/18/2019	186569	ENRIQUEZ, ANDREA	\$63.60
1/18/2019	186604	KERR, REAGAN	\$10.00
4/19/2019	190036	BOOMGAARDEN, KYLE	\$71.60
5/17/2019	191526	MAXEY, VALERIE	\$10.00
5/17/2019	191539	MONTALVO, NOAH	\$15.80
7/20/2018	178176	WYLDE, REBECCA	\$10.00
8/24/2018	179764	FLORES, EVAINEE	\$10.00
9/21/2018	181112	HACKER, RALPH	\$10.00
3/1/2019	188196	CASTRO, LILLIANA	\$10.00
3/1/2019	188209	GONZALES, JAVIER M	\$10.00
3/1/2019	188247	SLOCUM, ASHLEY LYNN	\$10.00
4/5/2019	189698	BRADER, SHANEKA	\$10.00
6/21/2019	193158	CORTES, HERLIENDA M	\$10.00
6/21/2019	193197	O'BRIEN, CHRISTOPHER	\$15.22
6/21/2019	193209	REAL-SLAATHAUG, T	\$10.00
6/21/2019	193219	SCHULER, MARQUITA	\$10.00
			<u>\$2,900.81</u>

TOTAL

\$2,900.81

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021
Subject:	Pay Jon Law Sheriff Wages by Amending Resolution 2021-638
Presenter:	L. Wingfield
Prepared By:	L. Wingfield
Reviewed By:	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Resolution 2021-638 appointed Jon Law as the Interim Sheriff and stated he would remain at this current salary. After a review of the salaries, it was determined that Jon Law should have been paid Sheriff wages per Resolution 2020-511 during the period of time he was appointed as Interim Sheriff.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution amending Resolution 2021-638 and pay Jon Law Sheriff wages during his Interim Sheriff appointment.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PAYING JON LAW SHERIFF WAGES DURING THE INTERIM APPOINTMENT,
AMENDING RESOLUTION 2021-638

WHEREAS, Resolution 2021-638 appointed Jon Law as the Interim Sheriff; and

WHEREAS, the Resolution stated that Jon Law would remain at this current salary; and

WHEREAS, after reviewing the salary for Jon Law and the Sheriff, it was an oversight and Jon Law should have been paid the Sheriff wages per Resolution 2020-511; **NOW, THEREFORE**

BE IT RESOLVED, that Jon Law's salary during the Interim appointment shall be equivalent to the Sheriff's wage per Resolution 2020-511.

Dated this ____ day of _____, 2021.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/21/21 BC 10/05/21
Subject:	Termination of Professional Services Contract with Benton-Franklin Health District
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

Attached for board review and approval is the Notice of Termination of Professional Services Contract between Benton-Franklin Health District and Benton-Franklin Counties Juvenile Justice Center.

In accordance with Section 10(a) of the Contract the Benton-Franklin Counties Juvenile Justice Center has elected to terminate the Contract on September 1, 2021 due to Benton-Franklin Health District letter dated August 5, 2021, declaring their inability to acquire insurance coverage by the August 31, 2021 deadline.

Fiscal Impact

The Contract is being terminated in which no fiscal impact is present.

Recommendation

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Notice of Termination of Professional Services Contract between Benton-Franklin Health District and Benton-Franklin Counties Juvenile Justice Center as written.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AUTHORIZING THE CHAIR OF THE BOARD OF BENTON AND FRANKLIN COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER FOR THE PROFESSIONAL SERVICES CONTRACT WITH BENTON-FRANKLIN HEALTH DISTRICT

WHEREAS, by Benton County Resolution 2020-724 and by Franklin County Resolution 2020-203 signed on October 13, 2020 and September 22, 2020 respectively, Benton Franklin Counties Juvenile Justice Center entered into a Contract with Benton-Franklin Health District for medical services; and

WHEREAS, per Section 10(a) of the contract, Benton Franklin Counties Juvenile Justice Center at its sole discretion may terminate the contract any time when it is in the best interest of Benton Franklin Counties Juvenile Justice Center; and

WHEREAS, the Administrator recommends the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners sign the attached letter to terminate the contract between Benton Franklin Counties Juvenile Justice Center and Benton-Franklin Health District; **NOW, THEREFORE**

BE IT RESOLVED, that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign the attached letter to Benton-Franklin Health District to terminate the contract between Benton Franklin Counties Juvenile Justice Center and Benton-Franklin Health District; and

BE IT FURTHER RESOLVED, said contract shall terminate on September 1, 2021.

DATED this _____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

Benton County Commissioners

BENTON AND FRANKLIN COUNTIES

Franklin County Commissioners

Jerome Delvin, Chair
Shon Small, Chair Pro Tem
Will McKay, Member
(509) 786-5600
(509) 736-3080 (toll free from Tri-Cities)

Clint Didier, Chair
Rocky Mullen, Chair Pro Tem
Brad Peck, Member
(509) 545-3535

September 7, 2021

Benton-Franklin Health District
Attn: Bonnie Hall
7102 W. Okanogan Place
Kennewick, WA 99336

Re: Notice of termination of Professional Services Contract between Benton-Franklin Health District
and Benton-Franklin Counties Juvenile Justice Center

Dear Bonnie Hall:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both Counties to terminate the above referenced Professional Services Contract. This is notice by Benton County and Franklin County of the termination of the Professional Services Contract signed by you on September 9, 2020 and by the Board of Benton County Commissioners, Resolution No. 2020-724, and the Board of Franklin County Commissioners, Resolution No. 2020-203, on October 13, 2020 and September 22, 2020 respectively. The above referenced Professional Services Contract is hereby terminated effective on September 1, 2021, pursuant to Section 10(a) of the Professional Services Contract.

Dated this ____ day of _____, 2021

Dated this ____ day of _____, 2021

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair of the Board

Chair of the Board

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Cameron Mitchell
Hon. Alexander C. Ekstrom
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL
ARTHUR D. KLYM
DIANA N. RUFF
Court Commissioners

September 7, 2021

Bonnie Hall
7102 W. Okanogan Place
Kennewick, WA 99336

RE: Contract Termination

Dear Bonnie:

Please accept this as formal notification that the contract between the Benton-Franklin Juvenile Justice Center and the Benton-Franklin Counties Health District for medical services in our detention center is terminated as of September 1, 2021. We regret that the Health District was unable to secure insurance coverage and we appreciate all the effort that was expended in the search for insurance. It was a pleasure working with your organization.

Sincerely,

Darryl Banks, Administrator

pc: file



August 5th, 2021

Benton & Franklin Counties
Juvenile Justice Center
Darryl Banks, Administrator
5606 W. Canal Pl., Ste. 106
Kennewick, WA 99336

Mr. Banks,

As you are aware, we recently received notice from Landmark American Insurance Company that they will not be renewing our liability insurance for our work at the Juvenile Justice Center. We have made application to all the viable insurers we could find (10 in total) and have been declined by four and are still waiting for a determination from the other six companies. We are finding that insuring work in a juvenile correctional facility is increasingly difficult in light of the effect that COVID-19 has had on the insurance industry as a whole which has caused a number of carriers to drop some of these specialty lines of business.

While we are hopeful that an offer to insure will come through, we must also make contingency plans in the event that insurance coverage cannot be procured. With the current insurance coverage expiring on September 1st, 2021 we must advise you that the Health District will be unable to provide continuing medical services to the Juvenile Justice Center beyond August 31st, 2021, unless new insurance can be acquired in advance. We realize this that the Juvenile Justice Center must also look at their contingency options as well. If no insurance coverage can be procured, we ask that you accept our resignation effective August 31st, 2021.

We value our relationship with the Juvenile Justice Center and would like to continue working together. We will continue to pursue every viable option to acquire insurance and update you as more information becomes available.

Sincerely,

Jason Zaccaria, MHA
District Administrator

Health District Locations:

Kennewick Office:
7102 W. Okanogan Place
Kennewick, WA 99336
Phone: 509-460-4200

Pasco Office:
412 W. Clark St
Pasco, WA 99301
Phone: 509-547-9737

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/21/21 BC 10/05/21
Subject:	Public Works Contract with Day Wireless Systems
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center solicited proposals for installation of a bi-directional amplifier and a distributed antenna system for the Benton-Franklin Juvenile Justice Center facility.

Fiscal Impact

Amount not to exceed \$17,000.00 to be paid out of the Juvenile Fund 0115.101, Department 172 - Facilities Budget.

Recommendation

The Juvenile Administrative Services Manager reviewed the proposals and Day Wireless Systems was the only responsive bidder.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON;

IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT FOR INSTALLATION OF A BI-DIRECTIONAL AMPLIFIER AND A DISTRIBUTED ANTENNA SYSTEM TO DAY WIRELESS SYSTEMS

WHEREAS, per resolution 2021-233, for public works contracts with an estimated cost of less fifty thousand dollars (\$50,000) may be conducted pursuant to the small public works or limited public works process set forth in RCW 39.04.155; and

WHEREAS, the following proposals were received from contractors for installation of a bi-directional amplifier and a distributed antenna system from the small work roster:

- Day Wireless Systems, Pasco, WA – DAYWIS*934K1 – Quote \$15,941.16
- Neppel Electric & Controls, LLC, Moses Lake, WA – NEPPEEC995ML – No Response
- Total Energy Management & H.V.A.C. Services, Inc., Richland, WA – TOTALEM121ON – No Response

WHEREAS, the Administrative Services Manager determined that Day Wireless Systems, Pasco, WA – DAYWIS*934K1 was the only responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Administrative Services Manager's recommendation and hereby approve the Contract with Day Wireless Systems, in an amount not to exceed \$17,000.00 including W.S.S.T; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Public Works Contract; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on day of execution and shall expire September 30, 2022.

DATED this _____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PUBLIC WORKS CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Day Wireless Systems**, a corporation organized under the laws of the State of Washington with its principal officers at 2205 West Frontage Road, Pasco, WA 99301 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A - Bid Proposal Dated July 27, 2021;
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the day last executed by the Counties and shall expire on **September 30, 2022**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide installation of a bi-directional amplifier (BDA) and a distributed antenna system (DAS) to improve in-building portable radio coverage within the Benton-Franklin Juvenile Justice Center facility located at 5606 W. Canal Drive, Kennewick, Washington, utilizing the Benton County 800-MH radio system. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Quotation", which is attached hereto and incorporated herein by reference.

- b. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with such other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- c. Upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTIES Contract Representative, or his or her designee, prior to CONTRACTOR leaving the work site.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

- a. For CONTRACTOR: Patrick Lund
Representative
Day Wireless Systems
2205 West Frontage Road
Pasco, WA 99301
Phone: (509) 547-8502
Email: plund@daywireless.com
- b. For COUNTIES: Darryl Banks
Juvenile Administrator
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Email: Darryl.banks@co.benton.wa.us

5. **COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Quotation", which is attached hereto and incorporated herein by reference, including W.S.S.T.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed seventeen thousand dollars (\$17,000.00) including W.S.S.T. Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.
- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTIES' Contract Representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid. No final payment will be made until the affidavit is provided. COUNTIES require that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.
- d. The CONTRACTOR may invoice the COUNTIES for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. **INVOICING**

- a. The CONTRACTOR may submit invoices to the COUNTIES for services that have been performed as they are performed but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTIES as required in Section 3.c. of this contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and subcontractors employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov> and then forward a copy of the statement to the COUNTIES' Contract Representative.
- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTIES. The COUNTIES shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES; and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.
- d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTIES shall withhold from the earned portion of the payment (i.e. that portion excluding sales or other tax) five percent (5%) as a Contract retainage pursuant to RCW 60.28.011 and in accordance with Chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTIES stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTIES. If such written election is not received by the COUNTIES, then the COUNTIES may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees or agents, and the COUNTIES or its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees and agents.
- b. In any and all claims against the COUNTIES or its officers, officials, employees or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this

Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTIES to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- b. **A Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance

applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES and its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to

each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES and its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County and Franklin County Risk Manager at the following addresses: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336; Franklin County Risk Manager, 1016 N. 4th Ave., Pasco, WA 99301.

10. **PERFORMANCE AND PAYMENT BONDS**

The CONTRACTOR shall furnish the Benton and Franklin Counties with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton and Franklin Counties, in

an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTIES to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTIES within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall

be, deem to be, act or purport to act as an employee, agent, or representative of the COUNTIES.

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

14. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

15. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

16. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract

up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit A which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors and sub-contractors who do any work for CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-contractors sign an agreement to pay these same wages, and that the signed agreement is submitted to COUNTIES prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only and the COUNTIES take no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, creed, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability or use of a trained dog guide or service animal by a person with a disability.

19. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the

COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTIES.

21. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 above. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed to be effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

25. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter RCW 42.56. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

- This section was intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective on the last date signed and shall expire on **September 30, 2022**.

The parties specifically certify that the provisions contained within Section 9 are mutually negotiated.

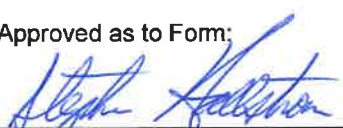
Day Wireless Systems	Benton-Franklin Counties Juvenile Justice Center
 Patrick Lund Representative	 Darryl Banks Juvenile Court Administrator
8/25/21 Date	9-2-2021 Date
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney	Approved as to Form: Jennifer Johnson, Prosecuting Attorney
09/02/21 Date	Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

Exhibit A



Day Wireless Systems
2205 W Frontage Road
Pasco WA 99301
United States

Quotation# QO16905

Date 07/27/2021
Terms COD ACCT
Expires 09/30/2021
Representative Patrick Lund
Direct Phone (509) 547-8502
E-Mail plund@daywireless.com
Shop Phone (509) 547-8502
Customer Contact Crystal Garcia
Contact Phone (509) 736-2721
Project Name N/A

Bill To

Benton-Franklin County Juvenile Justice Center
5606 W Canal Place
Ste. #105
Kennewick WA 99336
United States

Ship To

Benton-Franklin County Juvenile Justice Center
5606 W Canal Place
Ste. #105
Kennewick WA 99336
United States

Quantity	Description	Rate	Amount
	This project improves in-building portable radios coverage within the Juvenile Center, utilizing the Benton County 800-MHz radio system. This comprises of a bi-directional amplifier (BDA) and distributed antenna system (DAS).		
1	FIPLEX,800MHZ BDA CLASS A 1/2W AC	6,818.19	6,818.19
1	Donor Antenna Components Includes roof top antenna, mounting hardware, RF Cable and connectors		943.80
1	Distributed Antenna System Includes indoor antennas, coax cable, connectors and splitters		2,706.80
1	BDA/DAS Installation		3,960.00
1	Shipping	250.00	250.00
		Subtotal	14,678.79
		Tax Total	1,262.37
		Total	\$15,941.16

BFJJC

LEGAL NAME OF PURCHASER

Crystal Garcia
AUTHORIZED SIGNATURE

832021

P.O. NUMBER

8/23/2021
DATE

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE - TERMS SUBJECT TO CREDIT REVIEW
THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY

* Please reference Quotation # on correspondence and purchase orders. Prices firm for 30 days unless otherwise stated *
* \$25 NSF Charge - 20% Restocking Fee - 1.5% Late Fee *

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 8/23/2021

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Benton	Telecommunication Technicians	Journey Level	\$46.20	5I	1B		View
Franklin	Telecommunication Technicians	Journey Level	\$46.20	5I	1B		View

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/21/21 BC 10/05/21
Subject:	Personal Services Contract with Karyn K. Oldfield
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

Karyn K. Oldfield wishes to contract with the Benton Franklin Counties Juvenile Justice Center to provide legal services for Attorney representation of persons in all BECCA dockets.

The attached Personal Services Contract commences on October 1, 2021 and expires on September 30, 2022.

Fiscal Impact

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed \$31,000.00 to be paid out of Fee For Services Dept. 173. No Supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Karyn K. Oldfield and the Benton Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING CONTRACT BETWEEN BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND KARYN K. OLDFIELD A PERSONAL SERVICES CONTRACT FOR ATTORNEY REPRESENTATION OF PERSONS IN ALL BECCA DOCKETS

WHEREAS, per Resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton Franklin Counties Juvenile Justice Center would like to enter into a Personal Services Contract with Karyn K. Oldfield for Attorney Representation of persons in all BECCA dockets; and

WHEREAS, the Juvenile Administrator recommends entering into a Personal Services Contract; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Karyn K. Oldfield in an amount not to exceed \$31,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences October 1, 2021 and expires on September 30, 2022.

DATED this _____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Karyn K. Oldfield**, Azure Law Office, PLLC attorney at law, Washington State Bar Association #23053 with her principal office at PO Box 611, Richland, WA 99352 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on October 1, 2021 and shall expire on September 30, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

- a. The CONTRACTOR shall provide legal services for Attorney representation of persons in all Youth At Risk/Child In Need of Services (CHINS) petitions.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall

prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTIES.

3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name: Karyn K. Oldfield
Address: PO Box 611
Richland, WA 99352
Phone: (509) 371-9804
Email: karynoldfield@gmail.com

b. For COUNTIES:

Name: Darryl Banks, Administrator
Address: 5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Email: Darryl.Banks@co.benton.wa.us

4. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid as professional service attorney fees, the sum of \$200.00 per case upon appointment for Attorney's representation of persons in all Youth At Risk/CHINS petitions under this contract.

1. Contractor agrees to provide own coverage at own expense for any scheduled Youth At Risk/CHINS petition Contractor is not able to attend.

2. Any additional coverage due to the size of dockets will be provided at expense of Counties.

b. In the event that BECCA funding for Youth At Risk/CHINS petitions is lost or reduced the parties will renegotiate in good faith adjustment compensations.

- c. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this CONTRACT shall not exceed \$31,000.00.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by

the COUNTIES.

- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTIES and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 6 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTIES with proof of all such insurance.

- b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor

and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on

indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 7(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and

procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3(b).
3. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3(b).
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager to the following address: Benton and Franklin Counties Risk Manager, 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

8. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. Either party may terminate this Contract upon giving ten (10) days written notice by certified mail to the other party. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be

effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative, or designee.

12. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.
2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of

this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention

of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin COUNTIES, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall

be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 3 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 3 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 6 and 17); extended reporting period requirements for professional liability insurance (Section 7(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice

to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

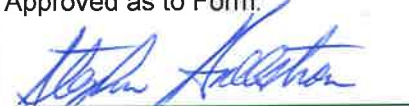
27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on October 1, 2021.

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

Karyn K. Oldfield	Benton-Franklin Counties Juvenile Justice Center
 <u>8/19/21</u> Karyn K. Oldfield Date	 <u>9-2-2021</u> Darryl Banks Date Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form:  <u>09/01/21</u> Stephen Hallstrom, Deputy Prosecuting Attorney Date	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5 th , 2021
Subject:	Execute contract with Construction Ahead, INC. for the 2021 Crack Seal project
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract

Summary / Background Information

By 2021-674 dated September 14th, 2021, an award was made to Construction Ahead, INC, dba Pavement Surface Control – C.E. 2122 SMP. As directed a contract has been prepared, reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by Construction Ahead, INC.

Fiscal Impact

Amount: \$365,287.00

Fund: Road Fund (0101-101)

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with Construction Ahead, INC for the 2021 Crack Seal project

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH CONSTRUCTION AHEAD, INC, DBA PAVEMENT SURFACE CONTROL, FOR THE 2021 CRACK SEAL PROJECT – C.E. 2122 SMP

WHEREAS, by Resolution 2021-674 dated September 14th, 2021, an award was made to Construction Ahead, INC, dba Pavement Surface Control, Kennewick, Washington and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of \$365,287.00 has been executed by Construction Ahead, INC, dba Pavement Surface Control; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded September 14, 2021 to Construction Ahead, INC, dba Pavement Surface Control, in the amount of \$365,287.00 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the 2021 Crack Seal project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the 2021 Crack Seal project – C.E. 2122 SMP shall be completed in its entirety within thirty (35) working days as described in the contract documents.

Dated this 5th day of October 2021.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

Member.
Constituting the Board of County
Commissioners of Benton County,
Washington.

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and CONSTRUCTION AHEAD INC, DBA PAVEMENT SURFACE CONTROL, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, CE 2122 SMP – 2021 Crack Seal Project,**" and as described in and in accordance with the State of Washington 2021 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$365,287.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the

sole negligence of the County, its officers, officials, employees, or agents.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:
Construction Ahead Inc
dba Pavement Surface Control

COUNTY OF BENTON


Signature

Chairman, Board of Commissioners

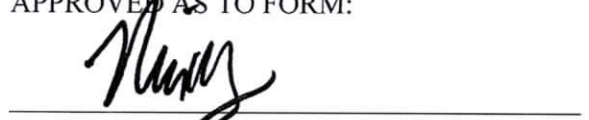

Title

Attest: _____
Clerk of the Board


Date

Date

APPROVED AS TO FORM:


Reid Hay
Benton County Deputy Prosecuting Attorney


Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021
Subject:	Award & execute contract with Stripe Rite, Inc. for 2021 Pavement Marking
Presenter:	
Prepared By:	Blanca Parham
Reviewed By:	Douglas D'Hondt
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

Quotes for C.E. 2123 SMP – 2021 Pavement Marking were solicited from 107 contractors on the Small Public Works Roster. On September 24, 2021 two bids were received and opened in the amounts on the attached tabulation. Stripe Rite, Inc. was the lowest bidder at \$175,770.00. The County Engineer recommends award of the bid to Stripe Rite, Inc.

A contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by Stripe Rite, Inc. The County Engineer recommends the Chairman sign said contract.

Fiscal Impact

Amount: \$175,770.00

Fund: Road Fund

Recommendation

It is recommended by the County Engineer that the Board concur and award the contract to Stripe Rite, Inc. and authorize the Chairman to sign the contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A CONTRACT TO STRIPE RITE, INC., KENNEWICK, WASHINGTON FOR C.E. 2123 SMP – 2021 PAVEMENT MARKING AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section 3.4.2, for contracts less than \$300,000, County departments are able to solicit bids from contractors from the small works roster and award to the lowest responsible bidder. Such award is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, quotes for C.E. 2123 SMP – 2021 Pavement Marking were solicited from 107 contractors on the Small Public Works Roster; and

WHEREAS, the following two quotes were received from contractors and are as set forth on the attached tabulation:

STRIPE RITE, INC. (STRIPRI121JM) Kennewick, Washington	\$175,770.00
---	--------------

SPECIALIZED PAVEMENT MARKING, INC. (SPECIPM000BQ) Tualatin, Oregon	\$243,880.00
---	--------------

WHEREAS, the County Engineer reviewed the quotes for completeness and recommends awarding said project to Stripe Rite, Inc. Kennewick, Washington as the lowest bidder; and

WHEREAS, a contract has been prepared, and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by Stripe Rite, Inc.; and

WHEREAS, the County Engineer recommends the Chairman sign said contract; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Engineer's recommendation and awards the bid for C.E. 2123 SMP – 2021 Pavement Marking to Stripe Rite, Inc. Kennewick, Washington in the amount of \$175,770.00; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Stripe Rite, Inc. in the amount of \$175,770.00 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, the County Engineer is hereby authorized to proceed with the 2021 Pavement Marking project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the C.E. 2123 SMP – 2021 Pavement Marking project shall be completed in its entirety within thirty-five (35) working days as described in the contract documents.

Dated this 5th day of October 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

PROJECT: CE 2123 SMP - PAVEMENT MARKING 2021				STRIPE RITE, INC.		SPECIALIZED PAVEMENT MARKING, INC.		ENGINEER'S	
LOCATION: BENTON COUNTY				723 W. DESCHUTES AVE.		11095 SW INDUSTRIAL WAY, SUITE A		ESTIMATE	
LET BY: BOARD OF COUNTY COMMISSIONERS				KENNEWICK, WA 99336		TUALATIN, OREGON 97062			
DATE: September 24, 2021; 11:00 a.m., Local Time									
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	CENTERLINE SKIP YELLOW	186.00	LIN. MI.	95.00	17,670.00	135.00	25,110.00	120.00	22,320.00
2	PAVEMENT EDGELINE SOLID WHITE	364.00	LIN. MI.	275.00	100,100.00	380.00	138,320.00	320.00	116,480.00
3	NO PASS SOLID YELLOW	210.00	LIN. MI.	275.00	57,750.00	380.00	79,800.00	325.00	68,250.00
4	SPCC PLAN	1.00	L.S.	250.00	250.00	650.00	650.00	500.00	500.00
TOTAL				\$ 175,770.00		\$ 243,880.00		\$ 207,550.00	

CONTRACT

THIS CONTRACT, made and entered into this 5 day of October, 2021, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and STRIPE RITE, INC., (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, "CE 2123 SMP – 2021 Pavement Marking,"**" and as described in and in accordance with the State of Washington 2021 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$175,770.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:



9/27/21

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

Date: 9/24/21

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021
Subject:	Executing 1 st Contract Amendment with Moon Security Service, Inc. for Justice Center Fire Monitoring Digital Communicator Services
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

Resolution 2020-072 authorized the Board of Benton County Commissioners to sign a Personal Services Contract for fire and security monitoring services at various County locations with Moon Security Services.

The Justice Center has an analog landline for fire alarm monitoring and is being updated to a digital communicator to allow more accurate monitoring.

As a result, the Justice Center's monitoring fees have been increased from \$44.00 to \$74.95 per month.

A contract amendment has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by Moon Security Service, Inc.

Fiscal Impact

Amount: \$415.20 including W.S.S.T.

Fund: Current Expense Fund (Fund # 0000-101) – Facilities Department

Recommendation

Execute the contract amendment for additional fire monitoring services with Moon Security Service, Inc. and authorize the Chairman to sign said contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND MOON SECURITY SERVICES, INC.

WHEREAS, Resolution 2020-072 authorized the Board of Benton County Commissioners to sign a Personal Services Contract for fire and security monitoring services at various County locations with Moon Security Services; and

WHEREAS, the Justice Center has an analog landline for the fire alarm monitoring and is being updated to a digital communicator to allow more accurate monitoring; and

WHEREAS, the proposed First Amendment to the Personal Services Contract would update the monitoring costs; and

WHEREAS, a First Amendment has been prepared, has been reviewed and approved by a Deputy Prosecuting Attorney, has been signed by Moon Security Services, Inc. and is recommended for approval by the Director of Operations & Capital Programs; **NOW, THEREFORE**,

BE IT RESOLVED that the attached First Amendment to the Personal Services Contract between Benton County and Moon Security Services, Inc. is hereby approved and the Chairman of the Board of Benton County Commissioners is authorized to sign said Amendment; and

BE IT FURTHER RESOLVED the monitoring fees for the Justice Center has been increased to \$74.95 per month; and

BE IT FURTHER RESOLVED all other terms and conditions of said Personal Services Contract remain the same.

Dated this 5th day of October 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**FIRST CONTRACT AMENDMENT
to the
PERSONAL SERVICES CONTRACT**

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MOON SECURITY SERVICE, INC.**, a Washington for profit corporation authorized to do business in the State of Washington, with its principal offices at 515 West Clark Street, Pasco, WA 99302 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020-072, the COUNTY entered into a Personal Services Contract with Moon Security Service, Inc., beginning April 1, 2017 and expiring March 31, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide fire and security monitoring services for various Benton County locations; and

WHEREAS, Justice Center had an analog landline for the fire alarm monitoring at a cost of \$47.00 per month; and

WHEREAS, Justice Center has been updated to a digital communicator to allow more accurate monitoring at a cost of \$74.95 per month; and

WHEREAS, this First Amendment is necessary to update Exhibit A of the CONTRACT with the new monitoring costs, and the Parties have mutually agreed to these changes; **NOW THEREFORE**

The parties agree that all other provisions of the CONTRACT remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the CONTRACT to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY

MOON SECURITY SERVICES, INC.

Chairman

Date

Signature

Date

Attest: Clerk of the Board

Name

Title

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney, Civil

Date



Moon Security Services, Inc.

P.O. Drawer B, Pasco, WA 99302
office 509.545.1881 · toll-free 800.722.1070 · fax 509.545.4585
arigsby@moonsecurity.com

Quote

Bid: Benton County Facilities
To: Paul Schut
7122 W. Okanogan Place #A
Kennewick, Washington 99336

Date: 11/20/2019
Phone: MA
System Type: Security, Fire
Salesperson: Amber Rigsby - 41 (41-100376)

Benton County Facilities - Monitoring

#	QTY	MFR	MODEL	DESCRIPTION
1	1	524690	BENTON COUNTY JUSTICE CENTER	BASIC FIRE \$44 + CELLULAR COMMUNICATOR \$25.95 + REPORT TEXT \$5.00
2	1	319963	BENTON COUNTY HEALTH DEPARTMENT	BASIC FIRE \$44 + REPORT TEXT \$5.00
3	1	112401	BENTON COUNTY CORONER (FIRE)	BASIC FIRE \$44 + REPORT TEXT \$5.00
4	1	310868	BENTON COUNTY CORONER (SECURITY)	BASIC SECURITY \$39 + BASIC PLUS \$8.50 + REPORT TEXTS \$5
5	1	814292	BENTON COUNTY FAIRGROUNDS	BASIC FIRE \$44 + CELLULAR COMMUNICATOR \$25.95 + REPORT TEXTS \$5.00
6	1	310857	BENTON COUNTY ANIMAL CONTROL (FIRE)	BASIC FIRE \$44 + REPORT TEXTS \$5.00
7	1	510857	BENTON COUNTY ANIMAL CONTROL (SECURITY)	BASIC SECURITY \$39.00 + PARTITION \$20.00 + REPORT TEXTS \$5.00
8	1	112408	BENTON COUNTY COURTHOUSE	BASIC FIRE \$44 + REPORT TEXT \$5.00
9	1	521684	BENTON CO. PUBLIC SERVICE	\$44 BASIC FIRE + \$25.95 CELLULAR COMMUNICATOR + \$5.00 REPORT TEXT
10	1	310457	BENTON COUNTY KENNEWICK ROAD SHOP	\$44 BASIC FIRE + \$5.00 REPORT TEXT
11	1	310459	BENTON COUNTY PROSSER ROAD SHOP	\$44 BASIC FIRE + \$5.00 REPORT TEXT

Hook Up To Monitoring Agreement

Under this agreement, Moon Security Services, Inc. will perform only the programming and testing necessary to switch customer to its Central Dispatch Center.

Panel Type: Fire / Security Combo
Manufacturer: SK
Model: SK

PAPER TRAIL ONLY. Remainder of 3 year contract, through 2022. Adding cellular communication for Justice Center; RMR to Master Account contract. Justice Center cellular sold under 176-101142. Thank you, Amber Rigsby	SYSTEM SUBTOTAL	\$0.00	
	TAX	8.60%	\$0.00
	GRAND TOTAL	\$0.00	

This bid is confidential and is exclusive for the viewing between MSSSI (Moon Security Services, Inc.) and the customer named herein. MSSSI reserves the right to rescind this bid if viewed by any companies that can be construed as direct competitors to MSSSI. This bid, and pricing quoted herein, expires 30 days after the date listed above.

If this is a prevailing wage job, additional fees may apply.

Additional 3% charge on credit card transactions.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021
Subject:	Executing 1 st Contract Amendment with Intermountain Cleaning Services, Inc. for the addition of janitorial services at the new Administration Building
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

Resolution 2020-015 approved a contract with Intermountain Cleaning Services, Inc. for janitorial services at all Benton County locations. With the new Administration Building nearing completion, our current janitorial services contract needs to be expanded. Intermountain Cleaning Services, Inc. has provided the County a quote for the additional services, and the Facilities Manager has reviewed it.

In addition, due to the COVID-19 pandemic, the majority of the as-needed funds set aside in the original contract were utilized on disinfecting services. This contract amendment also increases that dollar amount to ensure ample funds are available if the need arises.

A contract amendment has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by Intermountain Cleaning Services, Inc.

Fiscal Impact

Amount: \$103,208.00 including W.S.S.T.

Fund: Current Expense Fund (Fund # 0000-101) – Facilities Department

Recommendation

Execute the contract amendment for additional janitorial services with Intermountain Cleaning Services, Inc. and authorize the Chairman to sign said contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE SERVICE CONTRACT BETWEEN BENTON COUNTY AND INTERMOUNTAIN CLEANING SERVICES, INC.

WHEREAS, Resolution 2020-015 approved a contract with Intermountain Cleaning Services, Inc. for janitorial services at all Benton County locations; and

WHEREAS, with the new Administration Building nearing completion, our current janitorial services contract needs to be expanded; and

WHEREAS, Intermountain Cleaning Services, Inc. has provided the County a quote for the additional services, and the Facilities Manager has reviewed it; and

WHEREAS, due to the COVID-19 pandemic, the majority of the as-needed funds set aside in the original contract were utilized on disinfecting services, and

WHEREAS, this contract amendment also increases that dollar amount to ensure ample funds are available if the need arises; and

WHEREAS, a contract amendment has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by Intermountain Cleaning Services, Inc.; **NOW, THEREFORE**,

BE IT RESOLVED, that the attached amendment to the service contract between Benton County and Intermountain Cleaning Services, Inc. is hereby approved, and the Chairman of the Board of Benton County Commissioners is authorized to sign said amendment; and

BE IT FURTHER RESOLVED, the not to exceed amount has been increased to \$1,348,981.40; and

BE IT FURTHER RESOLVED, all other terms and conditions of said service contract remain the same.

Dated this 5th day of October 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**FIRST CONTRACT AMENDMENT
SERVICE CONTRACT**

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **INTERMOUNTAIN CLEANING SERVICE, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 515 N 20th Ave , WA 98902 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020-015, the parties entered into a Service Contract (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to perform janitorial maintenance services at all Benton County Locations; and

WHEREAS, the COUNTY is nearing completion of the Administration Building on the Justice Center Campus; and

WHEREAS, the COUNTY wishes to increase the dollar amount for as-needed services due the increase in specialized cleaning requests due to COVID-19; and

WHEREAS, this First Amendment is to expand the scope work to accommodate janitorial maintenance for the administration building and increase the dollar amount for as-needed services; and

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendment:

1. **CONTRACT DOCUMENTS** Section 1. of the CONTRACT, "CONTRACT DOCUMENTS" is amended by the addition of the following:

Exhibit M – Administration Building Proposal.

3. **SERVICES PROVIDED** Section 3.a. of the CONTRACT, "SERVICES PROVIDED" is amended and replaced with the following:

- a. a. The CONTRACTOR shall provide Janitorial Services at various Benton County locations detailed herein. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit B, Negotiated Janitorial Specifications, Exhibit C, Benton County Janitorial Specification Supplemental Information, and Exhibit M – Administration Building Proposal which are attached hereto and incorporated herein by reference.

5. **COMPENSATION** Section 5.a., b., & c. of the CONTRACT, "COMPENSATION" is amended and replaced with the following:

- a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat monthly fee of Thirty-Nine Thousand Three Hundred Seventy-Four Dollars and 90/100 (\$39,374.90), excluding W.S.S.T., in accordance with Exhibit F, BID FORM and Exhibit M –

(\$39,374.90), excluding W.S.S.T., in accordance with Exhibit F, BID FORM and Exhibit M – Administration Building Proposal, which is attached hereto and incorporated herein by reference.

b. For the "Discretionary Services" also known as "As-Needed Services", as mentioned in Exhibit E, Bid Form, performed under this Contract, the maximum total amount payable by the COUNTY to the CONTRACTOR shall not exceed Thirty Thousand Dollars (\$30,000.00), excluding W.S.S.T.

c. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Million Three Hundred Forty-Eight Thousand Nine Hundred Eighty-One and 40/100 (\$1,348,981.40), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

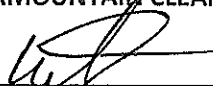
IN WITNESS WHEREOF, the parties have caused this First Amendment to the CONTRACT to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY

Chairman Date

Attest: Clerk of the Board

INTERMOUNTAIN CLEANING SERVICES, INC.

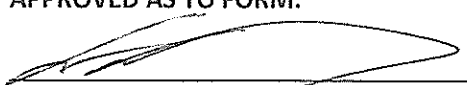


Signature Date

Name

Title

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney, Civil

Date



July 28, 2021

Benton County
7122 W. Okanogan Place, Building B
Kennewick, WA 99336

Dear Jeff,

Thank you for giving us the opportunity to provide you with a bid for the janitorial service at the new building. Our company is locally owned and operated and offers quality services at an affordable price. We ask that you move any fixtures or objects out of the area in order for us to ensure a full cleaning.

We have carefully gone over all the areas you wish us to clean and are providing you with the following bid for service;

<u>Service</u>	<u>Per cleaning Price</u>
The price to for five (5) day a week janitorial service is;	\$5195.00 per month
The price includes all service schedules and standards in our current contract with Benton County.	
The price reflex current wages and additional cost for rental equipment to clean windows.	

Thank you for the opportunity to bid your work and we look forward to serving you. If you have any questions please feel free to give me a call.

Sincerely,
INTERMOUNTAIN CLEANING SERVICE, INC.

By: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021
Subject:	QLess Software Purchase from SHI International Corp. through Sourcewell Purchasing Program
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

IT Department is in need of purchasing a queuing software for the contact center in the new Administration Building.

County personnel went through several demonstrations of possible queuing software solutions and have determined that QLess Queuing Software is the most functional and cost-effective software that meets the County's need.

An Agreement has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by SHI International Corp.

Fiscal Impact

Annual Amount: \$13,537.92 excluding W.S.S.T.

Fund: Capital Projects (0305-101) for Year #1 & IT Department (0502-101) for remaining years.

Recommendation

Approve the Purchase Agreement with SHI International Corp. for the purchase of QLess Queuing Software.

Suggested Motion

As part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF QLESS QUEUING SOFTWARE FROM SHI INTERNATIONAL CORP. THROUGH THE SOURCEWELL COOPERATE PURCHASING PROGRAM

WHEREAS, IT Department is in need of purchasing a queuing software for the contact center in the new Administration Building; and

WHEREAS, County personnel went through several demonstrations of possible queuing software solutions and have determined that QLess Queuing Software is the most functional and cost-effective software that meets the County's need; and

WHEREAS, by Resolution 2020-504 dated July 28, 2020, the Board of County Commissioners approved an Agreement for Cooperative Purchasing between Benton County and Sourcewell; and

WHEREAS, Sourcewell has a contract with SHI International Corp. for purchasing IT software solutions; and

WHEREAS, a Purchase Agreement has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney, and signed by SHI International Corp.; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners, Benton County, Washington, hereby approves the purchase of QLESS Queuing Software from SHI International Corp. in an annual amount of \$13,537.92 plus WSST; and

BE IT FURTHER RESOLVED, the said agreement remains effective until October 30, 2023; and

BE IT FURTHER RESOLVED, the Board of County Commissioners hereby authorizes the Chairman to sign the attached agreement.

Dated this 5th day of October 2021.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington.

PURCHASE AGREEMENT**Benton County, Washington**

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: SHI International Corp.

Vendor 081419-SHI

Vendor Contact: Gianna Colgero

Vendor Contact Phone: 732-652-4773

Vendor Principal Place of Business: 290 Davidson Ave., Somerset, NJ 08873

Ship To:

Benton County IT

7122 W. Okanogan Pl. Bldg. A

Kennewick, WA 99336

Bill To:

Benton County IT

7122 W. Okanogan Pl. Bldg. A

Kennewick, WA 99336

AGREEMENT:

The Vendor agrees to make available the goods provided in Exhibit A to Benton County under the terms described herein.

Line	Description	Qty		
1	Account Set-up and Virtual Training	1	-	
2	2-way SMS; Interactive Queuing Package	12	9,067.92	
3	Flex Appointments; Interactive Queuing Package	12	3,260.88	
4	Live Dashboard	12	604.56	
5	SMS Survey	12	604.56	
	Subtotal		13,537.92	
	Sales Tax		1,164.26	
	Grand Total		14,702.18	

The term of this Agreement shall commence upon signature of both parties and shall expire October 30, 2023.

This purchase agreement incorporates by reference all terms and conditions issued off the Sourcwell Contract (copy attached hereto as Master Contract) as well as the Price Worksheet (attached as Exhibit A); as a registered member of the Sourcwell

Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts.

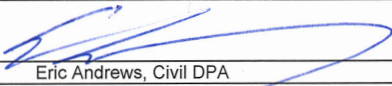
In case of conflict, the order of precedence is:

1. The Sourcwell Contract No. 081419-SHI
2. Pricing Worksheet attached hereto as Exhibit A, as currently in effect, or hereafter amended.
3. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Paul Schut
Address: 7122 W. Okanogan Pl, Bldg B
Kennewick, WA 99336
Phone: 509-737-3943
Email: Paul.Schut@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor):


Eric Andrews, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Elisabeth Arnold

Lead Contracts Specialist 9/24/2021

Vendor Name (Print): DocuSigned by: _____ Title: _____ Date: _____

Vendor Signature: _____

6384336583F14CD...

Chairman

Benton County

Board of Commissioners: _____ Date: _____

Jerome Delvin, Chairman



Pricing Proposal
 Quotation #: 21017224
 Created On: 9/17/2021
 Valid Until: 12/31/2021

Benton County

Alex Garcia

620 Market St
 PO Box 608
 Prosser, WA 99350
 United States
 Phone:
 Fax:
 Email: Alex.Garcia@co.benton.wa.us

Inside Account Manager- Public Sector

Gianna Colgero

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-4773
 Fax:
 Email: gianna_colgero@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Account Set-Up and Virtual Training QLess - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
2	2-way SMS Interactive Queuing Package QLess - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	12	\$755.66	\$9,067.92
3	Flex Appointments GSA QLess - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	12	\$271.74	\$3,260.88
4	Live Dashboard QLess - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	12	\$50.38	\$604.56
5	SMS Survey QLess - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	12	\$50.38	\$604.56

Subtotal	\$13,537.92
*Tax	\$1,164.26
Total	\$14,702.18

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**Solicitation Number: RFP#081419****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	SHI International
Address:	290 Davidson Ave. Somerset, NJ 08873
Contact:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Phone:	678-708-3906
HST#:	22-3009648

Submission Details

Created On:	Thursday June 27, 2019 20:01:55
Submitted On:	Tuesday August 13, 2019 20:57:55
Submitted By:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Transaction #:	de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address:	161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.	*
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873	*
3	Proposer website address:	https://www.shi.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader. Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success. As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively. We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.	*

8	Provide a detailed description of the products and services that you are offering in your proposal.	We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member. In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner. In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem. It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units. Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
---	--	--

9	What are your company's expectations in the event of an award?	SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space. Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over \$100M in the first year. In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.
---	--	--

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached \$10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth. The SHI Public Sector unit made up \$2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives. Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues. We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.
11	What is your US market share for the solutions that you are proposing?	Overall Market Share based on Fortune 100, 500 & 1000 • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) SHI Overall Product Mix • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking Market Share Indicators for Software SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer. Market Share Indicators for Hardware OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants. We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations. Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide: • A robust presence that can fully support Members' technology needs, saving them both time and money. • A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase. • A strong relationship with industry partners. • An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts. Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members. Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment. SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers. Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement." We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.																		
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers. We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response. <table><tr><td>Acronis –</td><td>5 Certifications</td></tr><tr><td>Adobe –</td><td>7 Certifications</td></tr><tr><td>AGOE –</td><td>1 Certifications</td></tr><tr><td>AirWatch –</td><td>2 Certifications</td></tr><tr><td>APC -</td><td>12 Certifications</td></tr><tr><td>Apple -</td><td>17 Certifications</td></tr><tr><td>Arbor -</td><td>4 Certifications</td></tr><tr><td>Aruba -</td><td>3 Certifications</td></tr><tr><td>Avaya -</td><td>12 Certifications</td></tr></table>	Acronis –	5 Certifications	Adobe –	7 Certifications	AGOE –	1 Certifications	AirWatch –	2 Certifications	APC -	12 Certifications	Apple -	17 Certifications	Arbor -	4 Certifications	Aruba -	3 Certifications	Avaya -	12 Certifications
Acronis –	5 Certifications																			
Adobe –	7 Certifications																			
AGOE –	1 Certifications																			
AirWatch –	2 Certifications																			
APC -	12 Certifications																			
Apple -	17 Certifications																			
Arbor -	4 Certifications																			
Aruba -	3 Certifications																			
Avaya -	12 Certifications																			

Blue Coat Systems -	3 Certifications
Bluebeam -	7 Certifications
Bomgar -	3 Certifications
Business Objects -	11 Certifications
CA -	34 Certifications
Check Point -	12 Certifications
Cisco -	44 Certifications
Citrix -	88 Certifications
CIW -	1 Certifications
Commvault -	67 Certifications
Compellent -	5 Certifications
CompTIA -	35 Certifications
CradlePoint -	2 Certifications
DataCore -	1 Certifications
Dell -	92 Certifications
Dell EMC -	44 Certifications
D-Link-	4 Certifications
Domino -	1 Certifications
EMC -	54 Certifications
Emulex -	1 Certifications
ESET -	3 Certifications
Exin -	2 Certifications
F5 -	8 Certifications
HDS (Hitachi Data Systems) -	4 Certifications
HP -	201 Certifications
HPE -	327 Certifications
IBM -	174 Certifications
IBM hardware -	11 Certifications
Imation/Nexsan -	4 Certifications
ISC2 -	10 Certifications
ITIL -	5 Certifications
Ixia -	3 Certifications
Juniper -	28 Certifications
LanDesk -	10 Certifications
Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MS0616813816 -	1 Certification
NetApp -	26 Certifications
NetIQ -	6 Certifications
Nimble -	7 Certifications
Novell -	11 Certifications
Nutanix -	7 Certifications
Oracle -	340 Certifications
Other -	30 Certifications
Polycom -	14 Certifications
ProCurve -	6 Certifications
Proofpoint -	3 Certifications
Pure -	5 Certifications
Qlogic -	5 Certifications
Quantum -	2 Certifications
Quest Software -	1 Certification
Red Hat -	18 Certifications
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification
ScriptLogic -	2 Certifications
Secure Computing / McAfee -	2 Certifications
Security Horizon -	2 Certifications
SimpliVity -	5 Certifications
Sonicwall -	2 Certifications
Splunk -	6 Certifications
Sun Microsystems -	65 Certifications
Symantec -	142 Certifications
Tegile -	2 Certifications
Tintri -	4 Certifications
Trend Micro	5 Certifications
Veeam	10 Certifications
Vision Solutions	1 Certification
VMware	300 Certifications
Watchguard	1 Certification
Websense	18 Certifications

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs. SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories. At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist. Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals. The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services. Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value. Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion. 2019 Awards - Microsoft US Surface Transformation Reseller of the Year - Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award - Ranked 10th on CRN's 2019 Solution Provider 500 - Dell Technologies Transformational Partner of the Year - SOPHOS Cloud Partner of the year - Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider - Intel Partner of the Year for Marketing: Training for Results - Sales - CRN's 2019 Managed Service Provider 500 - Elite 150 Category - Forbes Best Employers for Diversity 2019 - Adobe Digital Media Worldwide Partner of the Year 2018 Awards - VMware Partner Innovation Award: Transform Networking & Security - VMware Partner Innovation Award: Partner of the Year – Americas - VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas - Panasas Accelerate Newcomer Partner of the Year 2018 - Citrix Networking Partner of the Year - CloudHealth North America Partner of the Year - Cisco US Commercial POY - South Area - Cisco Capital POY - South Area - Cisco US Commercial POY - West Area - Cisco Advanced Collaboration Partner of the Year - Austin American-Statesman Top Workplaces - RSA North American SecurID® Suite Partner of the Year - Pure Storage Disruptor of the Year Partner Award - Partner of the Year - Municipal Information Systems Association (MISA) of Ontario - Ranked 8th on CRN's 2018 Solution Provider 500 - MSI Outstanding Channel Partner Award - Intel Partner of the Year PC Client Solution Award 2017 Awards - VMware Americas Marketing Partner of the Year - VMware Global Marketing Partner of the Year - Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards

- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards

- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards

- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		• Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award • Cisco Meraki Partner of the Year, Americas • Cisco New Break Away Partner of the Year, Americas • GMIS International Partner Award - Diamond Level • HP PartnerOne Award for Global Reseller of the Year • McAfee Corporate Reseller of the Year 2014, North America • Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 • NJBIZ's #1 Top Minority-Owned Business • NJBIZ's #1 Top Women-Owned Business • NJBIZ's #3 Top Privately Held Company • Ranked 15th on CRN's 2014 Solution Provider 500 • SolarWinds' 2014 Partner of the Year Award • Sophos Top Performing Partner 2014 - Fifth consecutive year • Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSCContract/ContractHome NASPO Software Contract • 2016 – \$176 Million • 2017 - \$163 Million • 2018 – 302 Million State Microsoft Software Contract • 2016 - \$39 Million • 2017 - \$188 Million • 2018 - \$104 Million State Microsoft Software Contract • 2016 - \$133 Million • 2017 - \$149 Million • 2018 - \$40 Million State Software Contract • 2016 - \$95 Million • 2017 - \$108 Million • 2018 - \$117 Million GSA • 2016 - \$64 Million • 2017 - \$85 Million • 2018 - \$84 Million	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - \$82M 2017 - \$85M 2016 - \$64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131	*
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957	*
City of New York	John Gioia – Chief Contracting Officer	718-403-8503	*
VA-INFORMATION TECHNOLOGIES AG	Greg Searce - Strategic Sourcing Specialist	804- 416-6166	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Kentucky - KY	All IT products and services	\$16-\$1.7M	\$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	\$10-\$4M	\$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	\$33-\$1.1M	\$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	\$11-\$1M	\$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	\$10-\$1.6M	\$29,986,441	*

Ability to Sell and Deliver Service Nationwide

Describe your company’s capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
-----------	----------	------------

25	Sales force.	SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels! In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team. Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal. SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish. Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources. All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed. In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services. We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.
----	--------------	---

26	Dealer network or other distribution methods.	SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order. In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.
----	---	---

27	Service force.	We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas: Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions. Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI. Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing. Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members! Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners. Service Providers – SHI provides services in one of three ways: (1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers. (2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed. (3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers. With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
 - a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
 - b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours
3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
 - If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMs will take the following action:
 1. Reply to customer request within 2-4 hours, confirming receipt of request
 2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such as awaiting vendor response/additional specs are required from the customer.
4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
 - If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.
 - If the item has already shipped and the customer needs to adjust shipment location, the IAMs will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days
5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume
6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.
7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
 - Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.
8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.
9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP
10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.
12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
 - Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.
13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI. Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets: 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so! We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell. Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com and Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this: First week: • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country.

Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Some of the digital marketing-related items that contract customers can expect to receive and access include: SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News. Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th! Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested. Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule. Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically. With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle. As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project. SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs. All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416 SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal. SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcewell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Scquest • Verian ProcureIT Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors. Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.
----	--	---

Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members. While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs. A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments. Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training. Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722
----	--	---

37	Describe any technological advances that your proposed products or services offer.	When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings: CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment. Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!). SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over \$667 million, SHI is one of the largest securities solution providers in the world. Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations. Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment. Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service. Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff. Our environmental initiatives focus on four areas: • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal And we exercise due diligence to: • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage SHI's goal is to consume less energy and reduce our environmental impact. We take action through: • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:

- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:

- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting <https://youtu.be/eZhNpTKEvFY>.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stay ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don't provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members' unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members' assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization. Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Diversity Awards (Historical Listing) • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology. We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day. SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation. We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry. License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes License Management System—Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System—this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software. In addition, we provide: • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets. Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.
----	---	---

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract. Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada. As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMS, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well! Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.	*
----	--	---	---

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.	*

48	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!
----	--	--

49	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance. The benefits of our Enterprise Warranties include • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • \$0 deductible. In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use! If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.
----	--	---

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software. Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale. \$1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense. The benefits to leasing hardware with SHI include : • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.
----	--	---

52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI. We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase. The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote. Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers. We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to \$50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over \$50,000.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
-----------	----------	------------

54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers. Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/ We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review. We have attached a pricing document for your reference in the document upload section.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SHI is offering 4.5% discount off of Advertised List for all products.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All products will be considered contract purchases and therefore offered at a 4.5% discount.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	SHI is able to ship products via any method the customer desires. These include: Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. Inside Delivery - product is delivered to a location inside of a customer's building. SHI's logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Deskside Delivery - SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*
----	---	---	---

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved. A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month. 2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts. 4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract’s success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.	*
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.	*

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information.																																				
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcwell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcwell Members. Furthermore, SHI's Account Executives regularly meet with Sourcwell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements. As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcwell Members. Finally, SHI dedicates a team to oversee our marketing plan for Sourcwell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term. Our strategy for success with multiple purchasing contracts is further comprised of these steps: • Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines. • SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases. • SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence. • SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions. • SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member. As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised: "...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."																																				
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	SHI has the experience and vendor partnerships in place to bring value to Sourcwell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners. <table><tbody><tr><td>3M COMPANY</td><td>Authorized Partner</td></tr><tr><td>ACER</td><td>Authorized Partner</td></tr><tr><td>ADOBE SYSTEMS, INC</td><td>Platinum</td></tr><tr><td>ADTRAN</td><td>Authorized Partner</td></tr><tr><td>APC</td><td>Elite Business Network Partner</td></tr><tr><td>APPLE, INC.</td><td>Corporate Reseller</td></tr><tr><td>ARUBA NETWORKS, INC.</td><td>Platinum Partner</td></tr><tr><td>AVAYA COMMUNICATION</td><td>Emerald Reseller</td></tr><tr><td>AMAZON WEB SERVICES</td><td>Authorized Partner</td></tr><tr><td>BARRACUDA</td><td>DMR #2 Partner</td></tr><tr><td>BELKIN</td><td>VIP Level</td></tr><tr><td>BLACK BOX</td><td>Authorized Partner</td></tr><tr><td>BLUE COAT SYSTEMS, LLC</td><td>Authorized Partner</td></tr><tr><td>BMC SOFTWARE</td><td>Driver Level</td></tr><tr><td>BORLAND SOFTWARE COMPANY</td><td>Authorized Partner</td></tr><tr><td>BRENTHAVEN</td><td>Authorized Partner</td></tr><tr><td>BROCADE COMMUNICATION SYSTEMS (Ruckus)</td><td>Authorized Partner</td></tr><tr><td>CANOGA PERKINS</td><td>Authorized Partner</td></tr></tbody></table>	3M COMPANY	Authorized Partner	ACER	Authorized Partner	ADOBE SYSTEMS, INC	Platinum	ADTRAN	Authorized Partner	APC	Elite Business Network Partner	APPLE, INC.	Corporate Reseller	ARUBA NETWORKS, INC.	Platinum Partner	AVAYA COMMUNICATION	Emerald Reseller	AMAZON WEB SERVICES	Authorized Partner	BARRACUDA	DMR #2 Partner	BELKIN	VIP Level	BLACK BOX	Authorized Partner	BLUE COAT SYSTEMS, LLC	Authorized Partner	BMC SOFTWARE	Driver Level	BORLAND SOFTWARE COMPANY	Authorized Partner	BRENTHAVEN	Authorized Partner	BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner	CANOGA PERKINS	Authorized Partner
3M COMPANY	Authorized Partner																																					
ACER	Authorized Partner																																					
ADOBE SYSTEMS, INC	Platinum																																					
ADTRAN	Authorized Partner																																					
APC	Elite Business Network Partner																																					
APPLE, INC.	Corporate Reseller																																					
ARUBA NETWORKS, INC.	Platinum Partner																																					
AVAYA COMMUNICATION	Emerald Reseller																																					
AMAZON WEB SERVICES	Authorized Partner																																					
BARRACUDA	DMR #2 Partner																																					
BELKIN	VIP Level																																					
BLACK BOX	Authorized Partner																																					
BLUE COAT SYSTEMS, LLC	Authorized Partner																																					
BMC SOFTWARE	Driver Level																																					
BORLAND SOFTWARE COMPANY	Authorized Partner																																					
BRENTHAVEN	Authorized Partner																																					
BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner																																					
CANOGA PERKINS	Authorized Partner																																					

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVAULT SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCI/A)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		• Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales engineer I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMware VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.	
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed. Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices. Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success. Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada. This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team. Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
 - [Marketing Plan/Samples](#) - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
 - [WMBE/MBE/SBE or Related Certificates](#) - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
 - Supplemental Pricing Documentation (if needed) (optional)
 - Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer’s proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer’s Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021
Subject:	Purchase of deicer from EnviroTech Services, Inc. utilizing State Contract No. 02714
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Doug D'Hondt, Purchasing Dept.
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

The Benton County Public Works Department needs to purchase deicer in preparation for winter maintenance activities. Deicer can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 02714 from EnviroTech Services, Inc.

Fiscal Impact

Amount: Not to exceed \$35,000.00 including WSST

Fund: Road (0101-101)

Recommendation

The County Engineer recommends authorizing the purchase of deicer from EnviroTech Services, Inc. utilizing Washington State Contract No. 02714 through October 1, 2022 at or below the current State Contract rate, in an amount not to exceed \$35,000.00 including WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF DEICER THROUGH THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02714 FROM ENVIROTECH SERVICES, INC., GREELEY, COLORADO

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, the deicer that was previously purchased by the Road Fund has been dispersed and it is necessary to purchase additional deicer in preparation for winter maintenance activities; and

WHEREAS, deicer for WSDOT Region 5, Maintenance Area 3 is listed on Contract 02714 and is available from EnviroTech Services, Inc., Greeley, Colorado; and

WHEREAS, the County Engineer recommends the approval of the purchase through the use of the Master Contract Usage Agreement-Contract No. 02714; and

WHEREAS, the amount of deicer needing to be purchased is dependent upon weather conditions and can vary from year to year; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners authorizes the Public Works Department to purchase deicer from EnviroTech Services, Inc., Greeley, Colorado through the use of the Washington State Master Contract Usage Agreement-Contract No. 02714 from this date through October 1, 2022 at or below the current State Contract rate in an amount not to exceed \$35,000.00; and

BE IT FURTHER RESOLVED, the Board of County Commissioners is authorized to sign the attached Purchase Agreement.

Dated this 5th day of October 2021.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington.

PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices
located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must
appear on all invoices,
packing slips, packages,
correspondence, etc.

Vendor: EnviroTech Services, Inc.

Vendor Code:

Vendor Contact: Kenberley Field, West Region Sales Manager

Vendor Contact Phone: 509-290-2328 kfield@envirotechservices.com

Vendor Principal Place of Business: Greeley, Colorado

Ship To: Benton County Road Dept.
Order form will specify delivery location.

Locations:

14303 N. Hinerling Rd, Prosser, WA
102808 Wiser Parkway, Kennewick, WA
60313 S. Finley Road, Kennewick, WA

Highland Ext. Road (1500' west of Thomas
Road), Benton City, WA

Bill To: Benton County Public Works
Department

P. O. Box 1001
Prosser, WA 99350

AGREEMENT:

In exchange for the
consideration identified
herein, the Vendor agrees
to provide the following
to Benton County under
the terms described.

P.O. Date: 10/12/2021

	Est Qty	Unit Price	Total Price
WA State Contract 02714-Snow & Ice Control Products			
WSDOT Region 5 - South Central , Maintenance Area 3			
Purchase deicer through the use of the			
Washington State Master Contract Usage			
Agreement-Contract No. 02714 from			
November 1, 2021 through September 31, 2022			
at or below the current state contract rate in an			
amount not to exceed \$35,000.00	variable	at or below	
		State Contract	
		pricing	

**Please note the Washington State Sales Tax for delivery to the Wiser
Parkway, Finley Road and Highland Ext. Road locations is 8.0% and the
Washington State Sales Tax for delivery to the Hinerling Road location
is 8.6%.**

SUB TOTAL =	\$	-
SALES TAX =	\$	-
TOTAL ORDER		
NOT TO EXCEED	\$	35,000.00

This purchase agreement incorporates by reference all terms and
conditions issued off the State of Washington Contract No. 02714
between the State of Washington Department of Enterprise Services and
EnviroTech Services, Inc.

Vendor signature on this purchase agreement certifies acceptance
of this agreement and all terms and conditions, and supersedes any
conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02714
2. This Purchase Agreement

Questions and Clarifications should be
Addressed to Buyer Contact:

Contact: Clayton Rawlings
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-546-1782
Email: clayton.rawlings@co.benton.wa.us

Approved as to Form



Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Kenberley Field Title: West Region Sales Manager Date: 09/24/2021

Vendor Signature: *Kenberley Field*

Chairman

Benton County

Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member

Benton County

Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member

Benton County

Board of Commissioners: _____ Date: _____
Will McKay, Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021		
Subject:	Purchase of road salt from Salt Distributors, Inc. utilizing State Contract No. 02714		
Presenter:			
Prepared By:	Shannon Christen		
Reviewed By:	Doug D'Hondt, Purchasing Dept.		
PA Review, Approval to Form:	☒ Yes	☐ No	☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:		
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☐ Discussion Only (2 nd) ☐ Decision/Direction ☐ Sign Letter/Document		
	☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract		

Summary / Background Information

The Benton County Public Works Department needs to purchase road salt in preparation for winter maintenance activities. Road salt can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 02714 from Salt Distributors, Inc.

Fiscal Impact

Amount: Not to exceed \$75,000.00 including WSST

Fund: Road (0101-101)

Recommendation

The County Engineer recommends authorizing the purchase of road salt from Salt Distributors, Inc. utilizing Washington State Contract No. 02714 through October 1, 2022 at or below the current State Contract rate, in an amount not to exceed \$75,000.00 including WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ROAD SALT THROUGH THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02714 FROM SALT DISTRIBUTORS, INC., NEWMAN LAKE, WASHINGTON

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, the road salt that was previously purchased by the Road Fund has been dispersed and it is necessary to purchase additional road salt in preparation for winter maintenance activities; and

WHEREAS, road salt for WSDOT Region 5, Maintenance Area 3 is listed on Contract 02714 and is available from Salt Distributors, Inc., Newman Lake, Washington; and

WHEREAS, the County Engineer recommends the approval of the purchase through the use of the Master Contract Usage Agreement-Contract No. 02714; and

WHEREAS, the amount of road salt needing to be purchased is dependent upon weather conditions and can vary from year to year; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners authorizes the Public Works Department to purchase road salt from Salt Distributors, Inc., Newman Lake, Washington through the use of the Washington State Master Contract Usage Agreement-Contract No. 02714 from this date through October 1, 2022 at or below the current State Contract rate in an amount not to exceed \$75,000.00; and

BE IT FURTHER RESOLVED, the Board of County Commissioners is authorized to sign the attached Purchase Agreement.

Dated this 5th day of October 2021.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington.

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Nic Binczewski Title: Vp. Date: 9-24-21

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021	
Subject:	Purchase Award of Fifty-Four (54) Glock Pistols to Gunarama Wholesale, Inc. for the Benton County Corrections Department	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Chief Souza; Cdr. Shelton; Purchasing Dept.	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Pass Motion ☐ Decision / Direction ☒ Pass Resolution ☐ Sign Letter / Document ☐ Pass Ordinance ☐ Execute Contract	

Summary / Background Information

The Benton County Corrections Department (BCCD) current inventory of pistols are reaching their end of life and are needing to be replaced.

The Benton County Purchasing Department solicited a total of 27 vendors who are listed under main-category – General Goods and sub-category – Police Supplies for the purchase of fifty-four (54) Glock pistols with associated equipment and the trade in of fifty-four (54) Smith and Wesson pistols with the following results:

- Gunarama Wholesale, Inc., Spokane, WA - \$25,974.00, not including WSST & credit of \$8,100.00, not including WSST for the trade-in of current pistol inventory.
- Keith's Sporting Goods, Inc., Gresham, OR - \$25,974.00, not including WSST & credit of \$6,750, not including WSST for the trade-in of current pistol inventory.

Fiscal Impact

Purchase (54) pistols - \$25,974.00, not including WSST

Trade-In credit (54) pistols – (\$8,100), not including WSST – totals \$17,874.00, plus WSST.

Said expenditure shall be paid from Capital Funding.

Recommendation

Approve the attached Resolution awarding the purchase of fifty-four (54) Glock pistols and trade-in of fifty-four (54) pistols to Gunarama Wholesale, Inc. for the Benton County Corrections Department.

Gunarama Wholesale, Inc. will work with Benton County on buy back options as part of the trade-in for any employee who is interested in purchasing their pistol for the trade-in value, plus transfer fees.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE OF FIFTY-FOUR (54) GLOCK PISTOLS TO GUNARAMA WHOLESALE, INC. FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, the Benton County Corrections Department (BCCD) current inventory of pistols are reaching their end of life and are needing to be replaced; and

WHEREAS, per Resolution 2021-233, the County-wide Procurement, Leasing, and Contracting Policy allows for purchases between \$10,000 and \$50,000 to be solicited from the MRSC vendor's list; and

WHEREAS, the Benton County Purchasing Department solicited a total of 27 vendors who are listed under main-category – General Goods and sub-category – Police Supplies for the purchase of fifty-four (54) Glock pistols with the trade in of fifty-four (54) Smith and Wesson pistols with associated equipment with the following results:

- Gunarama Wholesale, Inc., Spokane, WA - \$25,974.00, not including WSST & credit of \$8,100.00, not including WSST for the trade-in of current pistol inventory.
- Keith's Sporting Goods, Inc., Gresham, OR - \$25,974.00, not including WSST & credit of \$6,750, not including WSST for the trade-in of current pistol inventory.

WHEREAS, though Gunarama Wholesale, Inc. also provided a proposal for fifty-four (54) Streamlight TLR-1 HL Weapon Tact Light, they were not the lowest bidder on that specific equipment; and

WHEREAS, both bidders provided the same price for the purchase of the pistols; however, Gunarama Wholesale, Inc. proposed \$150 per pistol trade-in and Keith's Sporting Goods, Inc. proposed \$125 per pistol trade-in; and

WHEREAS, the Jail Commander reviewed the proposals for the purchase of above mentioned pistols and recommends awarding the pistol purchase and trade-in to Gunarama Wholesale, Inc., Spokane, WA as the most responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby awards the purchase and trade-in of fifty-four (54) Glock pistols to Gunarama Wholesale, Inc., Spokane, WA as the most responsive bidder for an amount not to exceed \$25,974.00, plus WSST & a credit in the amount of \$8,100.00, plus WSST for the trade-in of current pistol inventory; and

BE IT FURTHER RESOLVED, Gunarama Wholesale, Inc. will work with Benton County on buy back options as part of the trade-in for any employee who is interested in purchasing their pistol for the trade-in value, plus transfer fees.

Dated this _____ day of _____, 2021.

Attest _____
Clerk of the Board

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD
cc: Auditor, PA, Gunarama, Procurement

Prepared by: L. Small

GW-LE

Gunarama Wholesale Inc Law Enforcement Equip.

Law Enforcement Firearms ~ Ammunition ~ Accessories ~

Cole Adkins, Sales
4009 E. Mission Ave - Spokane, WA. 99202

Tel 509-535-3040 ext.138
Toll free 800-223-2520 ext.138

Benton County Corrections Department
Attn: Lisa Small
Benton County Purchasing Department
7122 W. Okanogan Place, Bldg. B
Kennewick, Washington 99336
Phone: 509-783-1451 Ext. 3880
Email: procurement@co.benton.wa.us

QUOTATION

Date 8/25/2021
Valid to 11/25/2021
Quote # BCCD Quote #1
Page 1 of 1
Reference # BCCD Q1

Est. Delivery Date: 120-150 days

Delivery Via: Best Way

Item #	Qty	Description	Unit Cost	Extension
1	54	Glock Gen-5 G17-9mm MOS, 4.5" W/ Glock Night Sights 3-17 Round Magazines w/ Lock, Rod, and Brush	\$481.00	\$25,974.00
2	54	Streamlight TLR-1 HL Weapon Tact. Light (1000 Lumens, 2-3VLT, W/ Strobe Feat.)	\$132.45	\$7,152.30
Department Purchase Order and Current Federal Excise Tax Form are Required				
Department Trade-In Weapons				
3	52	Smith and Wesson M&P 1.0, .40L w/ Night Sight and 3 magazines	(\$150.00)	(\$7,800.00)
4	2	Smith and Wesson M&P 1.0, .40C w/ Night Sight and 3 magazines	(\$150.00)	(\$300.00)
Note: All guns must be in working condition with no missing parts. Dept. to supply a letter with shipment that guns have been inspected by an armorer and are safe and functional.				
Freight: Prepaid Dropship from Glock Factory				
Sub Total				\$25,026.30
Washington State Tax Rate 8.6%				\$2,152.26

Departmental prices do not include sales tax or FET (where applicable).

Departmental prices are Net 30 days for each invoice.

Deductions will be made if trade-in weapons are damaged or not as specified.

Trade-in pistols must be complete with three magazines, sights and grips,
unless otherwise noted.

Shipping Costs of Trade-in Weapons are the Department's Responsibility.

Trade-in weapons must be turned in within 30 days after receipt of new
pistols unless other arrangements are made.

Manufacturer's Warranty ONLY applies to all products, if so warranted.

Total \$27,178.56

Cole Adkins

Authorized Signature - Cole Adkins

colea@gw-le.com

Factory Authorized GLOCK Law-Enforcement Distributor for Oregon



95 NE Victory St – Gresham, Oregon 97030

Phone (503) 492-6999

Fax (503) 491-2955

Glock

QUOTE

Benton County Corrections
Department
7122 W Okanogan Place
Kennewick, WA 99336
Attn: Paul Schut

Quote Date 05/10/2021 Quote is valid for 45 days

Delivery Via: Drop ship from Glock to Benton County CD

[illegible]

- Trades must be delivered to Keith's Sporting Goods within 45 days of receiving the new firearms.
- Payment terms NET 30

Total	\$16,654.90
--------------	-------------

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021
Subject:	Agreement between Benton County and Mister Car Wash for the Benton County Sheriff's Office; Amending Resolution 2020-1001
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza; Cindi Kane; Katie Gillies; Procurement
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Per Resolution 2020-1001 dated December 22, 2020 the Board of Benton County Commissioners approved the continuation of the agreement between Benton County and Mister Car Wash for the Benton County Sheriff's Office (BCSO) and the Benton County Corrections Department (BCCD) for a term January 1, 2021 through December 31, 2022 for an overall amount not to exceed \$5,000.

After evaluating the actual usage of this service by the BCCD, Chief Souza has determined it is not cost effective to continue to participate in paying 50% of the minimum and recommends opting out of this service.

The BCSO wishes to continue to utilize this agreement for their selected vehicles and pay for said services in accordance with Exhibit B attached to the original agreement with a minimum of fifty dollars (\$50.00) per month.

Fiscal Impact

Expenditures for this service shall be paid out of the BCSO approved 2021-2022 budget.

Recommendation

Approve the attached Resolution amending Resolution 2020-1001, removing the Benton County Corrections Department from participating in the service agreement between Benton County and Mister Car Wash.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN AGREEMENT BETWEEN BENTON COUNTY AND MISTER CAR WASH FOR "AS NEEDED" WASHING OF FLEET VEHICLES FOR THE BENTON COUNTY SHERIFF'S OFFICE; AMENDING RESOLUTION 2020-1001

WHEREAS, per Resolution 2020-1001 dated December 22, 2020 the Board of Benton County Commissioners approved the continuation of the agreement between Benton County and Mister Car Wash for the Benton County Sheriff's Office (BCSO) and the Benton County Corrections Department (BCCD) for a term January 1, 2021 through December 31, 2022 for an overall amount not to exceed \$5,000; and

WHEREAS, after evaluating the actual usage of this service by the BCCD, the Chief of Corrections has determined it is not cost effective to continue to participate in paying 50% of the minimum fee; and

WHEREAS, the BCSO wishes to continue to utilize this agreement for their selected vehicles and pay for said services in accordance with Exhibit B attached to the original agreement with a minimum of fifty dollars (\$50.00) per month; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees to amend Resolution 2020-1001 and remove the Benton County Corrections Department from participating in this service agreement; and

BE IT FURTHER RESOLVED, expenditures for said services shall be paid out of the BCSO current approved budget with a minimum of fifty dollars (\$50.00) per month; and

BE IT FURTHER RESOLVED, Resolution 2020-1001 is hereby amended.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 12 th , 2021
Subject:	Eaton Park Improvement Club, Inc; Franchise Renewal
Presenter:	Cristina Woods, Public Works
Prepared By:	Cristina Woods, Public Works
Reviewed By:	Douglas D'Hondt, County Engineer
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda ☒ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☒ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Benton County has received an application to renew a Franchise Order and Agreement for a domestic water system and associated facilities from Eaton Park Improvement Club, Inc.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Eaton Park Improvement Club, Inc, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve the Franchise Order and Agreement with Eaton Park Improvement Club, Inc, subject to the 6 items listed in the report to the Commissioners.



October 12th, 2021

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Eaton Park Improvement Club, Inc.

Commissioners:

Eaton Park Improvement Club, Inc. filed a petition for a nonexclusive franchise to have a domestic water system and associated facilities within Benton County road right of way.

This office reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.
2. The Grantee shall carry liability insurance with Benton County named as an insured with a minimum limit of \$1,000,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. D'Hondt", is written over a blue circular stamp.

Douglas D'Hondt, P.E., L.E.G
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF

Eaton Park Improvement Club, Inc. FOR A

(Please print name of company exactly as it will appear in franchise)

NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN,
OPERATE USE REPAIR, AND IF NECESSARY REPLACE A

Domestic Water System & Facility WITHIN THE COUNTY OF

(Please print exact wording as it will appear in franchise)

BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG
AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR
PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED
CITY OR TOWN.

(County use:)

No. _____
APPLICATION FOR FRANCHISE
PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

Eaton Park Improvement Club, Inc., duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of \$500.00, in the form of _____ (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 28 day of June, 2021.

Respectfully submitted by:

Amber Morgan
Name of Authorized Agent PLEASE PRINT

Amber Morgan
Signature of Authorized Agent

204003 E 14th PL
Address of Applicant

Kennewick WA 99337
City State Zip

Amberdawnn30@hotmail.com
E-mail address

504-521-0195
Phone Number of Applicant

FAX Number of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

2nd Signature of Authorized Agent (if required)

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 5, 2021		
Subject:	Benton County Travel Policy		
Presenter:	Matt Rasmussen		
Prepared By:	Matt Rasmussen		
Reviewed By:	Jerrod MacPherson, Ryan Brown		
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract		

Summary / Background Information

The County is working on updating its current Business Travel Policy. Major changes for this update include:

- Switch to per diem for meal costs issued in advance of travel
- Issuing advance travel meal per diem via pre-paid debit card
- Eliminating special exclusion boundary for elected officials

Currently, meals are purchased by travelers using a County provided credit card. This requires that travelers obtain, and return to their supervisor, detailed receipts for meal costs. Since meal costs must still fall within per diem limits, there is a significant amount of staff time spent auditing receipts and making payroll deductions when a traveler exceeds the allotted per diem amount or the maximum tip percentage.

In order to issue advanced per diem payments more effectively, staff is proposing that the County utilize pre-paid debit cards. The calculated per diem amount can be loaded onto a card and issued to the traveler at the start of their travel. Travelers may use the card as they would any other credit card and there are no fees to use the card at vendors. Travelers may also request a paper check from the card issuer, withdraw the money through an ATM (fees may apply), or transfer funds from the card to their personal bank account using the bank's mobile application. Staff believes this will be far more efficient than issuing paper checks directly from the County and eliminates work on the back end if checks are lost or never cashed.

In order to begin setting up to utilize the card system, the County entered into an agreement with Rapid Investments Inc., d.b.a. Rapid Financial Solutions, as the card issuer for this program (RES 2021-218). Training for the new system began last week.

When reviewing the current boundaries for when travel is authorized (exclusion boundary), staff noted that while the boundary for employees is clearly defined as inside Benton and Franklin Counties, the boundary for elected officials is a somewhat arbitrary ellipse that is difficult to determine actual cut off points. It makes sense to utilize the same boundary for all travelers; therefore, staff is proposing to eliminate the special boundary for elected officials.

The draft policy was emailed to all elected officials and department heads on April 27, 2021. Staff has worked extensively with the Auditor's Office and the Prosecutor's Civil Division on the proposed updates. Other than those two departments, comments were minimal other than to support the proposed changes.

Additional procedures are being finalized by the Auditor's Office who will monitor issuance of the pre-paid cards. Cards will actually be distributed by each department once they have been authorized by the Auditor's staff.

Fiscal Impact

Since most travelers spend up to and beyond their per diem rates, the increased cost to the County simply to pay the full per diem rate will be minimal. There will; however, be a substantial reduction in staff time spent processing and auditing receipts at the end of travel.

When considering utilization of the pre-paid debit cards, each time a card is loaded there is a \$4.99 fee. Staff compared the fee against the cost of issuing a paper check and associated staff time in dealing with lost or uncashed checks and found the rates to be comparable. Staff also considered the staff time costs of the current process of utilizing County credit cards and believes there will be an overall cost savings to the County by moving to pre-paid debit cards.

Recommendation

Staff recommends that the Board approve the Benton County Business and Travel Policy as presented.

Suggested Motion

I move to approve the Benton County Business Travel and Expense Policy as presented and rescind Resolution 2015-041 and Resolution 2011-294 effective November 1, 2021.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE BENTON COUNTY BUSINESS TRAVEL AND EXPENSE POLICY AND RESCINDING RESOLUTION 2015-041 AND 2011-294 EFFECTIVE NOVEMBER 1, 2021

WHEREAS, on January 13, 2015 the Board of County Commissioners last updated the County's Business Travel and Expense Policy; and

WHEREAS, as rules, regulations and practices change, it is necessary to update County policies to ensure they are applicable and provide for efficient operation; and

WHEREAS, Resolution 2011-294 fixes per diem and milage rates for the County whereas the new policy ties to the Washington State Office of Financial Management approved rates making that Resolution obsolete; and

WHEREAS, certain updates contained in this policy require new procedures and training, therefore, the implementation date is delayed to give Departments time to read and understand the policy before it takes effect; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Business Travel and Expense Policy with an effective date of November 1, 2021; and

BE IT FURTHER RESOLVED that pursuant to RCW 2.36.150 and RCW 43.03.060, the milage allowance paid for jury duty is prescribed by the Director of Financial Management; and

BE IT FURTHER RESOLVED that all Benton County Elected Officials, the County Administrator, Department Managers, County Employees and other authorized travelers shall either use a County issued credit card, be reimbursed or receive advanced travel payments in accordance with the attached Business Travel and Expense Policy; and

BE IT FURTHER RESOLVED that Resolution 2015-041 and Resolution 2011-294 are hereby rescinded effective November 1, 2021.

Dated this 5th day of October 2021.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

**Constituting the Board of County
Commissioners of Benton County,
Washington**

BENTON COUNTY BUSINESS TRAVEL AND EXPENSE POLICY

EFFECTIVE: November 1, 2021

I. Purpose

This policy establishes official guidelines and procedures for ordinary and necessary, approved travel expenses.

II. Scope

This policy applies to all Benton County employees and elected officials.

III. Policy

A. General

Business travel and expenses are restricted to those activities that are reasonably necessary and clearly in the best interest of the County. Employees on travel must be sensitive to the potential negative public perceptions regarding business expenses incurred by County employees and are expected to use prudence and good judgement when traveling at the County's expense.

B. Definitions

"Approved Travel Expense(s)" shall mean County financial responsibility for certain registration, transportation, lodging and meal costs related to travel for County business.

"Authorizing Individual" shall mean the appropriate Elected Official, Department Head or the County Administrator (or any of their designees) who has fiscal responsibility for the travel budget for the respective Department.

"BOCC" shall mean the Board of County Commissioners

"Continental Breakfast" shall mean a buffet-style meal that typically includes items such as bagels, toast, condiments, pastries, fruit, juice, cereals, beverages and possibly eggs, and meat.

"Day Travel" shall mean travel when the Traveler does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

"Overnight Travel" shall mean travel to locations outside of the exclusion zone when the Traveler stays in County paid, employee reimbursed, or free lodging away from their home for one or more nights.

"Traveler" shall mean a Benton County Elected Official, the Benton County Administrator, county employees, volunteers and members of Benton County Boards and/or Commissions.

C. Travel Authorization

- a) All Travelers must be approved for travel by an Authorizing Individual in order to receive payment and/or reimbursement for allowable travel expenses. Travel must be approved even if some entity, other than the County, funds all or part of the expenses related to the travel. Under no circumstances will travel expenses be authorized for any organizations.
- b) Travel may be approved for attendance at job-related seminars, conferences, conventions, training, or other appearances so long as they pertain to County business.
- c) Approval of travel by an Authorizing Individual is required for all travel outside of the exclusion zone.
- d) Authorizing Individual shall ensure the following when approving travel:
 - Traveler has provided sufficient information about the travel so a determination can be made as to whether or not the travel pertains to County Business.
 - In the case of pre-approval, a detailed cost estimate of travel costs has been prepared or for reimbursement, a detailed listing of all actual costs has been provided.
 - Funds exist within the current travel budget to pay for travel expenses.

CI. Allowable Expenses

1. Registration Expenses

Registration costs for meetings, conferences, conventions, work sessions, educational courses, seminars, classes, trainings etc. may be approved if it is deemed it will benefit the County and is reasonably related to the Traveler's job duties.

2. Transportation Expenses

- a) The method of transportation shall be by the most economical and safest mode available that takes the most direct route or is most advantageous to the County. Transportation shall be primarily by vehicle, air and/or rail.
- b) Travelers shall obtain the government rate, or another lower rate, for all transportation related costs whenever possible.
- c) For a given mode of travel, the cost of a coach class fare, or equivalent, shall be utilized unless a less expensive fare is available. Travelers may elect to upgrade to a higher class fare at their own expense provided they make all upgrade arrangements and pay for any increased costs directly.
- d) Only reasonably necessary taxi or public transportation costs will be approved.
- e) Reasonably necessary parking and toll costs may be approved with a submitted receipt.
- f) Travel by vehicle shall be primarily in a County owned vehicle (department assigned or motor pool) unless one is determined to not be available in

which case the Authorizing Individual may approve the use of a leased/rented third-party vehicle or personal vehicle (as set forth in (h) and (i) below). For the purposes of determining if a County vehicle is available, factors regarding the suitability and safety of the technically available vehicles may be considered.

- g) Leased/rented third-party vehicles may be approved under the following conditions:
 - The leased/rented vehicle shall be the lowest cost, standard vehicle that adequately carries the person(s) and equipment needed for conducting County business. Generally, this shall be considered a “mid-size” class vehicle unless specifically approved otherwise.
 - A loss Damage Waiver, Collision Damage Waiver or similar coverage offered by the leasing/rental agency shall be obtained.
- h) Under rare circumstances, when a suitable County owned or a leased/rented vehicle is unavailable and another mode of travel is impractical, the Authorizing Individual may approve the use of a personal vehicle for County related travel under the following conditions:
 - Traveler shall provide a copy of proof of vehicle insurance meeting Washington State Financial Responsibility laws.
 - Mileage will be reimbursed at the currently approved Washington State Office of Financial Management rate. Current rates may be found at <https://www.ofm.wa.gov>
 - Mileage will not be reimbursed for that portion of travel which would normally be part of the Traveler’s commute. This includes commute miles when the employee has been temporarily re-assigned to another office subject to relevant collective bargaining agreement provisions.
- i) Except as provided above, Travelers who elect to use their personal vehicle for travel rather than a County vehicle or approved leased/rented vehicle will not be eligible for mileage reimbursement. Use of personal vehicles for County business is highly discouraged and the County takes no responsibility for damage or other losses related to the use of said personal vehicle. Travelers should consult with their automotive insurance carriers regarding the implications of using a personal vehicle for County business.
- j) Travelers driving on County business shall follow the regulations set forth in the Benton County Vehicle Use Policy. Only authorized Travelers may ride in County vehicles or leased/rented vehicles. Travelers may not use the County vehicle to transport their spouse, children, other family members, friends or any other non-county employees except that, when attending conferences, seminars or other events, the Traveler may share rides with employees or elected officials of other governmental agencies.

3. Lodging Expenses

- a) Lodging costs will not be approved for Travelers within the exclusion zone.

- b) Authorizing Individual may approve actual lodging costs, plus applicable taxes and fees, incurred for single occupancy up to the Washington State Office of Financial Management approved lodging rate. Current rates may be found at <https://www.ofm.wa.gov>.
- c) Lodging costs that are greater than the approved lodging rate may be approved if supported by a proper, detailed cost analysis. The cost analysis should consider the following factors:
 - Distance from the event to the lodging
 - Travel logistics
 - Availability of transportation to and from the event
 - Safety and security considerations
- d) Lodging costs from the night before an event and/or the night the event ends may be approved under the following conditions:
 - The event start or end time, when coupled with the required driving duration, can be used to justify the additional overnight stay
 - Travel logistics such as flight times dictate the additional night stay
 - The health and safety of travelers is considered advantageous to the County and can be used to justify the additional overnight stay
 - Compliance with the Americans with Disabilities Act (ADA) is considered to be advantageous to the County and can be used to justify the additional overnight stay
- e) Proper, detailed cost analysis is required to be submitted along with documents requesting pre-approval for travel or with receipts when it was not practical to obtain pre-approval.
- f) Whenever possible, lodging costs should be paid directly by the County as opposed by the Traveler, who must then seek reimbursement. This may be accomplished by the County paying for the costs in advance or by providing the Traveler with a County purchase card specifically for the lodging costs.

4. Meal Expenses

- a) Meal Expenses will not be approved for Travelers within the exclusion zone.
- b) The approved rate and breakdown for meal expenses shall follow the Washington State Office of Financial Management (OFM) State and Administrative & Accounting Manual (SAAM) Section 10.90.20 fixed allowance for each meal consistent with the appropriate per diem rate for the host County or City found at www.ofm.wa.gov. These maximum rates include all taxes, tips and other fees.
- c) Meals included in a registration fee, airfare, lodging (e.g. continental breakfast) or other approved travel expense are not eligible for per diem for that meal whether the traveler actually consumes the meal or not. The only exception to this is if the meal provided does not meet the reasonable dietary restrictions (e.g. gluten free or other food allergies) of the Traveler. In the case of dietary restriction exceptions Traveler may request

reimbursement for meals not covered by advanced travel authorization pursuant to Section F of this policy.

- d) For day travel or the first and last days of overnight travel, per diem eligibility is based on the following departure and arrival times from or to the Traveler's normal work location or residence:

Breakfast – departure prior to 6:30 AM

Lunch – departure prior 11:00AM or arrival after 1:00PM

Dinner – arrival after 6:30PM

- e) All per diem expenses for day travel will be treated as required by then-existing Internal Revenue Service regulations for tax and reporting purposes.
- f) If a Traveler believes a meal should be approved due to extenuating circumstances that would not otherwise be approved under this policy, they may make a request to the Authorizing Individual. The Authorizing Individual shall provide documentation of the reason for approval or denial of the request.
- g) During emergency situations such as, but not limited to, initial crime scene investigations, major crimes, emergency evacuation situations, natural disasters, etc., when County employees/volunteers are working extended hours and stopping for a meal break could worsen the situation and/or increase costs to the County the Authorizing Individual may provide an on-scene meal of nominal cost. Nominal cost shall follow the OFM SAAM Section 10.90.20 fixed allowance for each meal. A detailed receipt for the meal purchase along with a listing of all employees and volunteers provided a meal and all pertinent information involving the situation must be provided.

5. Ineligible Expenses

Authorizing Individual shall not approve and Traveler shall not be reimbursed for ineligible expenses, including:

- Any expense that would constitute a violation of the Washington State Constitution, Article VIII, Section 7 or when a gift of public funds would occur
- Expenses not directly related to conducting official County business
- Expenses that are unreasonable, excessive or unnecessary
- Expenses incurred without prior approval from the Authorizing Individual unless a bona fide emergency occurred preventing prior approval
- Travel and miscellaneous expenses not approved under this policy
- Travel paid for by any other organization
- Expenses incurred for recreational or social events such as office, going away parties, retirement parties, or other personalized social events
- The purchase of alcoholic beverages, tobacco, marijuana or drugs
- Expenses considered to be personal, including but not limited to:

- Hosting meals or entertaining others
- Personal telephone calls
- Entertainment, clothing, personal sundries or services
- Transportation for entertainment or similar personal activities
- Trip Insurance
- Medical, dental or hospital expenses
- Fines, penalties and non-refunded security deposits
- Dependent care
- Additional meals, lodging or transportation expenses for a spouse or guest
- Mileage if traveling as a passenger in a vehicle other than the Traveler's own
- Additional costs of taking an indirect route, an early departure or delayed return trip for personal preference or convenience except in circumstances where the indirect route, early departure or delayed return reduces the County's costs
- Any tips or gratuities associated with personal expenses or in excess of per diem amounts
- Charges for vehicle service calls caused by the negligence of the Traveler (e.g. fuel deliveries, lock out assistance, jump starting services when lights left on)
- Tolls associated with the use of high occupancy toll (HOT) lanes
- Fines, citations or infractions received while on County business

E. Advanced Travel Authorization for Meal Per Diem

- a) After the Authorizing Individual has approved the travel authorization request they, or their approved designee, shall submit a request for advanced payment of meal per diem to the Benton County Auditor on the forms acceptable to the Auditor's Office and containing required backup documentation including:
 - Approved travel authorization form
 - Applicable brochure or agenda for the event attended
 - Reservation confirmations for transportation and/or lodging
- b) Absent exigent circumstances, requests for advanced payment shall be received no later than 3 business days in advance of the proposed departure date.
- c) The Auditor's Office will review the submitted documentation and issue advanced payment of meal per diem only. Advanced payment shall be in the format of a pre-paid debit card. No other form of payment is available.
- d) After payment has been issued by the Auditor's Office, the pre-paid debit card will be available through the Authorizing Individual or their approved designee.
- e) Travelers using the pre-paid debit card for advanced travel meal per diem are not required to retain receipts for purchases made with the pre-paid card nor are travelers expected to return unspent funds on the pre-paid card at conclusion of travel.

F. Travel Expense - No Advanced Travel or for Reimbursement

- a) In cases where advanced travel authorization was not possible, or there were unanticipated expenses that advanced travel did not provide for, travelers may utilize a County provided credit card or may request reimbursement under this policy. In either case, the Traveler shall submit a completed Travel Expense Form to the Authorizing Individual not less than 72 hours after travel has been concluded.
- b) The Travel Expense Form shall be completely filled out and include the duration of travel, the travel destination(s), the name of all participants and the reason for travel. The following items shall also be included with the form:
 - Applicable brochure or agenda for the event attended
 - Transportation itinerary and costs
 - Receipts for lodging
 - Detailed receipts for meals (not paid by advanced travel) and other eligible costs
 - A copy of the Traveler's vehicle insurance if travel was by personal vehicle
- c) Reimbursement will be for actual costs of eligible expenses except as outlined below.
- d) Limits for meal expenses to be reimbursed or paid using a County provided credit card shall be in accordance with Section D.4.b of this policy. The maximum rate for tips shall not exceed 15% even if a higher tip amount will not exceed the per diem limits except that in the case of a larger party where a higher tip rate is included in the invoice. In that case, the total amount of the meal plus tip must still be within the per diem limits.
- e) A detailed receipt is required for all expenses submitted for reimbursement. The receipt must list the name of the establishment, the date and time of purchase, an itemized description of the purchase or meal, the amount of tax, the amount of the tip, the amount of any other fees and the total amount expensed. Failure to provide a detailed receipt with all the above information will result in a maximum reimbursement amount for meals as outlined below:

Breakfast: \$5.50
Lunch: \$7.00
Dinner: \$10.50

Failure to provide a detailed receipt for any expense other than meals will result in the reimbursement being declined.

In the event that the purchase was made with a County provided credit card, and a detailed receipt was not provided, the full purchase amount (non-meals) or the difference between the meal cost and the amounts stated above will be considered an unauthorized use pursuant to the Benton County Credit/Procurement Card Policy and may be recovered from the Traveler in any legal manner including, but not limited to, payroll deduction.

G. Repayment of Expenses

- a) The County shall seek repayment of expenses from the person who received advanced travel, reimbursement or utilized a County provided credit card whenever an audit or other subsequent review of travel expenses finds such expenses were paid for contrary to the provisions of this policy unless such expenses were incurred in reasonable reliance on the pre-approval of an Authorizing Individual or the Authorizing Individual determines the amount is de minimis (i.e. the cost and resources incurred in recouping the amount substantially outweighs the amount itself).
- b) In the event a Traveler does not make use of a reserved lodging arrangement or fails to appear for a scheduled event, they shall be responsible to repay to the County all costs incurred by the County which includes, but is not limited to, forfeited reservation fees, cancellation fees, meal per diem for travel dates, fuel costs, mileage reimbursements, transportation fees, etc. The only exception to this provision is under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The County shall be entitled to recoup such costs in any legal manner including, but not limited to, payroll deduction.