

**INVITATION TO BID
CITY OF LACEY EQUIPMENT PURCHASE CONTRACT**

FOR

LACEY POLICE DEPARTMENT EQUIPMENT – PISTOLS, HOLSTERS, OPTICS

**DATE OF ISSUE:
JUNE 22, 2022**



**City of Lacey Police Department
420 College Street SE
Lacey, WA 98503**

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LACEY POLICE DEPARTMENT EQUIPMENT - PISTOLS, HOLSTERS, AND OPTICS

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INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Lacey at City Hall, 420 College Street SE, Lacey, Washington, 98503, until 3:00 p.m. on Wednesday, July 20, 2022, for the following equipment purchase:

LACEY POLICE DEPARTMENT EQUIPMENT - PISTOLS, HOLSTERS, AND OPTICS

The bids will then be publicly opened and recorded. Bids received after the time fixed for opening cannot be considered. Contract will be awarded, or rejected, within 45 days of bid opening.

The equipment to be purchased under this contract includes all equipment and hardware described in the specifications, bid, and contract documents.

The City of Lacey does not prequalify bidders. However, an investigation of the apparent low bidder will be conducted to determine the responsibility and capability of the bidder to perform the work.

The Lacey City Council reserves the right to accept or reject any, all, or part of the bids received, and to waive all informalities. No bidder may withdraw a bid after the hour set for the opening of bids or before award of contract, unless said award is delayed for a period of forty-five (45) days.

The City of Lacey is an equal opportunity employer. Minority- and women-owned firms are encouraged to submit bids.

The City of Lacey is committed to offering reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3214 to discuss any accommodations that may be necessary. Community members with hearing impairment may call the TDD line at (800) 833-6388.

Inquiries and requests for interpretation must be directed in writing to Joe Upton, City of Lacey Police Department, at JUpton@ci.lacey.wa.us by 3:00 p.m. on Friday, July 8, 2022. Answers and interpretations to all inquiries will be posted at the following locations:

1. The City of Lacey's solicitation page under "Request for Proposal | Pistols, Holsters, Optics" at: <https://cityoflacey.org/rfp-rfq-rfi/>
2. The State of Washington Electronic Business Solution (WEBS) Bid Notification System website at <https://omwbe.wa.gov/small-business-assistance/bids-contracting-opportunities>.

###

I. INSTRUCTIONS TO BIDDERS

A. SUMMARY OF WORK

- i. **New Equipment.** No substitutions will be considered to the list below. This contract consists of providing the following equipment:
 - a. Seventy (70) Smith & Wesson M&P9 Model 2.0 9mm Full-Sized 17-Round Pistol milled for Direct Mount for Acro Optic with factory flat trigger (S&W M&P9 M2.0 9MM 17RD NTS ACRO), to be black in color.
 - b. Sixty (60) Safariland 6360 L-III DTY HLST STX Plain M&P 2.0 Right Hand (SFL 6360 L-III HLST STX PLN M&P 2.0 RH, 6360RDS-2222-411), to be black in color.
 - c. Ten (10) Safariland 6360 L-III DTY HLST STX Plain M&P 2.0 Left Hand (SFL 6360 L-III HLST STX PLN M&P 2.0 LH, 6360RDS-2222-412), to be black in color.
 - d. Seventy (70) Aimpoint Acro P-2 Red-Dot Reflex sights, to be black in color.
- ii. **Trade-in equipment.** Trade-in equipment listed below will be delivered at the Lacey Police Department's expense a minimum of 45-days following the acceptance of the new equipment listed above in Section I.A. This contract consists of providing trade-in value for the following equipment:
 - a. Forty-Four (44) Bushmaster XM15-E2S 16", Semi only, flat top, used/heavy condition, no magazines, no department engravings.
 - b. Sixteen (16) Glock 17 Gen 5 Mos, Brand New In Box
 - c. One (1) Glock 17 Gen5 MOS, Used
 - d. Fifty (50) Glock 22 Gen 4, Night sights (combination of Trijicon HD, Truglo, Factory Glock), 10-11 years old, some will come with boxes, three (3) magazines
 - e. One (1) Glock 22 Gen 4, milled for direct fit Trijicon RMR, Trijicon Suppressor height sights, Trijicon RMR Type 2, 10-11 years old, will come with box and three (3) magazines
 - f. Five (5) Glock 23 Gen 4, factory night sights, 10-11 years old, will come with box and three (3) magazines

- g. Two (2) Heckler & Koch USP 9, 10 years old, box and magazines.
- iii. **Paperwork.** Vendor responsible under NFA to process appropriate ATF paperwork.
- iv. **Proposal.** Vendor shall agree to provide a detailed spec sheet of their proposed offering that fits within the above criteria, including itemized accounts of new equipment and trade-in values as **Attachment 1** of the Bid proposal found in Section II.

B. KEY DATES

- i. **Issue date:** June 22, 2022
- ii. **Inquires and interpretation deadline** (see Section E): 3:00 p.m., July 8, 2022
- iii. **Submission deadline** (see Section L): 3 p.m., July 20, 2022
- iv. **Contract award:** Anticipated to occur by end of July 2022

C. CONDITIONS OF THE CONTRACT

Each bidder shall inform themselves fully of the conditions relating to the contract. Failure to do so will not relieve a successful bidder of his obligation to furnish equipment, and any testing and calibration, warranty information, and training necessary to carry out the provision of the contract.

D. EXAMINATION OF CONTRACT DOCUMENTS

Before submitting proposals, bidders shall carefully examine the complete contract documents, including specifications and provisions, and shall bring any discrepancies to the attention of the city.

E. INTERPRETATION OF CONTRACT DOCUMENTS

Prospective bidders requiring additional information or interpretation of project specifications and bid documents must direct all inquiries in writing to Joe Upton, City of Lacey Police Department, at JUpton@ci.lacey.wa.us, by 3:00 p.m. on Friday, July 8, 2022.

Answers and interpretations to all inquiries will be posted at the following locations:

- i. The City of Lacey’s solicitation page under “Request for Proposal | Pistols, Holsters, Optics at: <https://cityoflacey.org/rfp-rfq-rfi/>
- ii. The State of Washington Electronic Business Solution (WEBS) Bid Notification System website at <https://omwbe.wa.gov/small-business-assistance/bids-contracting-opportunities>.

F. ADDENDA

Additions, deletions, or other changes in the contract document, will be issued in the form of addenda posted on the following locations:

- i. The City of Lacey’s solicitation page under “Request for Proposal | Pistols, Holsters, Optics at: <https://cityoflacey.org/rfp-rfq-rfi/>
- ii. The State of Washington Electronic Business Solution (WEBS) Bid Notification System website at <https://omwbe.wa.gov/small-business-assistance/bids-contracting-opportunities>.

G. LAWS AND REGULATIONS

The bidder’s attention is directed to the fact that all applicable state and federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Contract shall apply to the Contract throughout, and they will be deemed to be included in the Contract as if written therein in full.

H. REASONABLE ACCOMMODATIONS

The City of Lacey is committed to offering reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3214 to discuss any accommodations that may be necessary. Community members with hearing impairment may call the TDD line at (800) 833-6388.

I. SUBSTITUTIONS OF EQUIPMENT

No substitutions of any item of equipment listed is permitted.

J. QUALIFICATION OF BIDDERS

The City does not pre-qualify bidders. However, if the apparent low bidder has not already been determined qualified, the City shall afford seven (7) days after notification for the low bidder to provide evidence for evaluation as to capability to perform the

work. The evaluation will include consideration of experience, personnel, equipment, financial resources as well as performance record. The information must be sufficient to enable the bidder to obtain the required qualification rating prior to the award of the contract.

K. PRE-BID CONFERENCE

No pre-bid conference will be held for this procurement.

L. DELIVERY OF BID DOCUMENTS

Each bidder shall submit a sealed bid endorsed upon the outside wrapper with “Proposal for Lacey Police Department Equipment – Pistols, Holsters, and Optics” and the name and address of the bidder by 3:00 p.m. on Wednesday, July 20, 2022.

Bids may be delivered in person or via postal mail to:

City of Lacey Police Department
Attn: Joe Upton
Lacey City Hall
420 College Street SE
Lacey, WA 98503

Bids received after the closing date and time will not be considered. Postmarks will not be accepted. Emailed and faxed bid submittals will not be accepted.

M. WITHDRAWAL OF PROPOSALS

No bidder may withdraw his bid after the hour set for the opening of bids or before award of the contract, unless said award is delayed for a period of 45 days.

N. BID PROPOSALS

The bidder must observe the following conditions when completing the Bid Proposal:

- i. **Bidder’s Checklist.** The bidder’s attention is called to the Bidder’s Checklist. All forms and documents appearing on the Bidder’s Checklist must be executed in full as required and submitted with the Bid Proposal in the order indicated. All blanks on required forms shall be completed in ink. With the exception of filling-in of required blanks, documents and forms in the Bid Proposal shall not be altered or contain any recapitulation of the work to be done.

- ii. **Identification of Proposals.** Sealed Bid Proposals shall be submitted clearly marked on the outside wrapper with “Proposal for Lacey Police Department Equipment – Pistols, Holsters, and Optics” and the name and address of the bidder.
- iii. **Non-Collusion and Debarment Affidavit.** Each Proposal must be accompanied by a signed Non-collusion and Debarment Affidavit. The affidavit must be subscribed and sworn to before a public notary. Failure to complete and submit the aforementioned affidavit shall be due cause for rejection of bid.
- iv. **Power of Attorney.** Attorneys-in-fact who sign bid bonds or performance bonds must file with each bond a certified and effectively dated copy of their powers of attorney.
- v. **Taxes.** The Proposal sum and any agreed variations thereof include all taxes imposed by law, except state and local sales taxes. State and local sales taxes will be collected by the Vendor from the City of Lacey, and will be paid to the State of Washington by the Vendor in conformance with the law.
- vi. **Addenda.** Proposal must acknowledge addenda, if any, received.

O. LOWEST RESPONSIBLE BIDDER

The City of Lacey, in accordance with Washington State law, is bound to award the contract to the “lowest responsible bidder.” In determining the lowest responsible bidder, the City is given discretion. Acceptable reasons for determinations of responsibility include the skill of the bidders involved; whether the bidders possess the financial ability and necessary labor and equipment to complete the contract; the general integrity, trustworthiness and promptness of the bidder; and any other particular reasons which a normal business would consider in determining whether an individual bidder is capable of completing the contract in the most satisfactory manner at the least cost to the municipality.

A bidder may be deemed not responsible and their proposal rejected if:

- i. More than one proposal is submitted for the same bidder under the same or different names.
- ii. The bidder is not qualified for the contracted or the full extent of the bid.
- iii. Evidence of collusion exists with any other bidder. Participants in collusion will be restricted from submitting further bids.
- iv. An unsatisfactory performance record exists based on past or current contracting work.

- v. There are unfulfilled obligations, contract or otherwise, which might hinder or prevent completion of the contract bid upon.
- vi. The bidder failed to settle bills for labor or materials on past or current contracts.
- vii. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract.
- viii. The bidder is unable, financially or otherwise, to fulfill the contract.
- ix. The bidder is not authorized to do business in the State of Washington.
- x. There are other reasons deemed proper.

P. AWARD OF CONTRACT

The City of Lacey reserves the right to accept any of the proposals submitted or to reject all proposals and to waive any irregularities or informalities.

Q. CONTRACT PARTS

The contract to be executed as a result of this bid consists of multiple parts, all of which pertain as if fully attached hereto and Bidder shall consider all parts as a complete document. In the event of discrepancies between the various parts, precedent shall be in the following order:

- i. Equipment Purchase Contract
- ii. Addenda, if any, with those of later date having precedence over those of earlier date.
- iii. Instructions to Bidders
- iv. Advertisement for Bids
- v. Equipment Specifications
- vi. Bid Proposal Form (with attached itemized proposal)

R. BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed in full as required and submitted with the bid proposal in the following order:

- i. Bid Proposal Form (with attached itemized proposal)
- ii. Non-collusion and Debarment Affidavit

The following forms are to be executed by the successful bidder after the contract is awarded:

- i. Equipment Purchase Contract

II. BID DOCUMENTS – PROPOSAL & AFFIDAVIT

**BID PROPOSAL
CITY OF LACEY EQUIPMENT PURCHASE CONTRACT**

City of Lacey Police Department
 Attn: Joe Upton Lacey City Hall
 420 College Street SE
 Lacey, WA 98503

The undersigned, having examined the invitation to bid and technical specifications for

Lacey Police Department Equipment – Pistols, Holsters and Optics

and being familiar with all of the conditions affecting the above-named equipment purchase, hereby proposes to furnish all equipment, materials and supplies, and to perform all activities as required by and in strict accordance with the Contract Documents at the price stated below.

TOTAL BASE BID

The undersigned agrees to provide all equipment and perform all activities described in the specifications for the sum of:

TABLE A			
TOTAL BASE BID			
	Spec	Total (in words)	Total (in figures)
A	New Equipment	DOLLARS	\$
B	Trade-in value (show as negative amount)	DOLLARS	\$
C	Base Bid (A + B)	DOLLARS	\$

which sum is hereby designated as the Base Bid. (Amount shall be shown in words and figures. In case of discrepancy, the amount shown in words shall govern.) **The above bid includes all overhead, profit, and all other expenses involved. The above bid does not include state and local sales taxes. Lacey Police Department is responsible for trade-in delivery.**

As **Attachment 1** to this Bid Proposal Form, please provide an itemized proposal for new equipment and trade-in values reflected in **Table A**.

The undersigned also agrees as follows:

1. That this proposal cannot be withdrawn within 45 days after the receipt of bids.
2. That it is the understanding that the City of Lacey may accept or reject any or all bids.
3. Receipt of the following Addenda (if any) is hereby acknowledged:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Sincerely,

 Signature of Bidder

 Date

 Business Name

 Phone

 Address

 Business Registration Number

 City, State, Zip

If Bidder is a Corporation:

 State of Incorporation

 Address

 President

 Date

 Secretary

 Date

Treasurer

Date

NON-COLLUSION AND DEBARMENT AFFIDAVIT

**CITY OF LACEY EQUIPMENT PURCHASE
CONTRACT**

State of)

) ss

County of)

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal of the City of Lacey for consideration in the award of a contract on the improvement described as follows.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of State or federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or State agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or State agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

**LACEY POLICE DEPARTMENT EQUIPMENT – PISTOLS, HOLSTERS, AND
OPTICS**

Name of Equipment Acquisition

Name of Firm

Signature of Authorized Member

Sworn to before me this

____ day of _____, 2022

Notary Public
(CORPORATE SEAL)

III. DRAFT CONTRACT DOCUMENT

EQUIPMENT PURCHASE CONTRACT BETWEEN THE CITY OF LACEY AND [INSERT]

THIS AGREEMENT, by and between the City of Lacey, a municipal corporation (hereinafter referred to as “CITY”), and [INSERT], (hereinafter referred to as “VENDOR”),
WITNESSETH:

WHEREAS, the CITY desires to purchase certain equipment, goods, and materials (“EQUIPMENT”) set forth in **Exhibit A: Equipment Bid and Technical Specifications** (“**BID**”), attached hereto as part of that certain CITY equipment acquisition identified as:

LACEY POLICE DEPARTMENT EQUIPMENT – PISTOLS, HOLSTERS, AND OPTICS

AND, WHEREAS, the VENDOR represents that the VENDOR is qualified and possesses the expertise, training, and skill necessary to sell, furnish, and deliver such designated EQUIPMENT to the CITY,

NOW, THEREFORE, it is agreed between the parties as follows:

1. PURCHASE AND SALE OF EQUIPMENT

The CITY shall purchase from VENDOR, and VENDOR shall sell, furnish, and deliver to the CITY, the EQUIPMENT in accordance with the terms and conditions of the BID. If any term or condition stated in the BID conflicts with a provision in this Agreement, the provision in this Agreement shall control. VENDOR shall deliver the EQUIPMENT to the CITY at the shipping destination specified by the CITY.

2. PURCHASE PRICE

The CITY shall pay VENDOR the amount stated in the BID for the EQUIPMENT, plus applicable Washington State Sales Taxes denoted as a separate line item on the BID submittal sheet. The EQUIPMENT amount shall include all costs associated with the EQUIPMENT as described in the BID, including but not limited to labor, materials, freight, shipping, handling, overhead, administrative, and permit and regulatory costs, and things of every description that may be requisite for supplying the EQUIPMENT provided for in this Agreement and every part thereof, unless otherwise agreed in advance in writing.

VENDOR shall pay and bear all freight and shipping costs free-on-board (FOB) destination, and shall maintain ownership of all EQUIPMENT until delivery at the CITY'S identified shipping destination, which shall be:

City of Lacey Police Department
Lacey City Hall
420 College Street SE
Lacey, WA 98503

VENDOR agrees to bear all risks of loss, injury, or destruction of EQUIPMENT which occur prior to delivery. Such loss, injury, or destruction shall not release VENDOR from any obligation hereunder.

3. VENDOR'S RESPONSIBILITIES

VENDOR shall provide and bear the expense of all labor, materials, freight, overhead, administrative, and permit and regulatory costs, and things of every description that may be requisite for supplying the EQUIPMENT provided for in this Agreement and every part thereof, that may be required for the furnishing and delivery of the EQUIPMENT provided for in this Agreement, unless otherwise provided in the specifications for the BID.

VENDOR, for themselves and their heirs, does hereby agree to the full performance of all the covenants herein contained upon the part of VENDOR.

4. DELIVERY DEADLINE / LIQUIDATED DAMAGES

VENDOR agrees to complete all requirements of the BID and deliver the EQUIPMENT to the CITY no later than 60 days after the effective date of the Notice of Award of the Contract and as specified in the contract documents ("DELIVERY DEADLINE"). If the EQUIPMENT is not delivered by the DELIVERY DEADLINE in this section then, because of the difficulty in computing the actual damages to the CITY arising from any delay in providing the EQUIPMENT, the Parties determine in advance and agree that the VENDOR shall pay the CITY as liquidated damages for delay (but not as a penalty) the amount of \$200 per calendar day for each day after DELIVERY DEADLINE until the EQUIPMENT is delivered. The Parties agree that such amount represents a reasonable forecast of the actual damages that the CITY will suffer by failure of the VENDOR to deliver the EQUIPMENT to the CITY within the agreed time. The execution of this Agreement constitutes acknowledgement by the VENDOR that VENDOR has ascertained and agrees that the CITY will actually suffer damages in the amount herein fixed.

5. REJECTION

All EQUIPMENT purchased herein is subject to approval by the CITY. Any rejection of EQUIPMENT resulting because of nonconformity to the terms and specifications of the BID or this Agreement, whether held by the CITY or returned, will be at VENDOR'S risk and expense.

6. SUBSTITUTION OF EQUIPMENT

Substitution by the VENDOR of any item of EQUIPMENT listed by manufacturer name, trademark, model, or catalog number in Exhibit A: Equipment Bid and Technical Specifications is not permitted unless the EQUIPMENT item is clearly demarcated in the specifications with the phrase "or approved," and notice of such approval has been provided by the CITY through written addendum circulated prior to the official bid deadline. No such substitutions or approvals shall be considered by the CITY after the bid deadline.

7. ASSIGNMENT / SUBCONTRACTING

The VENDOR shall not assign any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the VENDOR not less than thirty (30) days prior to the date of any proposed assignment.

8. INDEPENDENT RELATIONSHIP

No agent, employee, servant, or representative of the VENDOR shall be deemed to be an employee, agent, servant, or representative of the CITY for any purpose. The VENDOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Agreement.

9. PAYMENT TERMS

Upon delivery of the EQUIPMENT and final acceptance by the CITY, the VENDOR shall invoice the CITY in the amount of the BID awarded plus Washington State Sales Tax. The CITY shall pay VENDOR within 45 days of the date of the invoice.

No down payment or advance payment of any kind will be made by the CITY. VENDOR may submit invoices for partial shipments of EQUIPMENT that have been received and accepted by the CITY.

All invoices shall be submitted to:

City of Lacey Police Department
Attn: Joe Upton
420 College Street SE
Lacey, WA 98503

10. WARRANTY

In addition to all EQUIPMENT manufacturer supplied warranties, VENDOR shall warrant the EQUIPMENT to be free of defects in workmanship and material for a period of one (1) year after the CITY'S receipt and final acceptance of the EQUIPMENT. VENDOR shall correct all defects in EQUIPMENT workmanship and materials, and EQUIPMENT found not to be in accordance with terms of this Agreement, occurring within one (1) year from the date of the CITY'S receipt and final acceptance of the EQUIPMENT at VENDOR'S expense. When defects are corrected, the warranty for that portion of the EQUIPMENT shall extend for an additional one year from the date such correction is completed and accepted by the CITY.

VENDOR shall begin to comply with the terms of this guarantee within 10 days of notice from the CITY. If VENDOR fails to perform the corrective work or action within 30 days of such notice, the CITY may complete the correction or action and VENDOR shall pay all costs incurred by the CITY to perform the correction or action.

11. INFRINGEMENT

VENDOR agrees to protect and hold harmless the CITY against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of the EQUIPMENT ordered, and to assume all expenses and damages arising from such claims, suits, or proceedings.

12. LIENS, CLAIMS, AND ENCUMBRANCES

VENDOR warrants and represents that all EQUIPMENT ordered herein is free and clear of all liens, claims, or encumbrances of any kind.

13. TERMINATION

The CITY shall have the right to terminate this Agreement for public convenience or good cause. "Good cause" shall include, but is not limited to, any one or more of the following events: (a) VENDOR'S failure to provide the EQUIPMENT within the time specified in this Agreement; (b) VENDOR'S failure to comply with any other provision(s) of this Agreement; (c) VENDOR'S failure to comply with any federal, state, or local laws, regulations, rules or ordinances; or (d) VENDOR'S filing for bankruptcy or being adjudged bankrupt.

14. ATTORNEY'S FEES

In the event that either Party to this Agreement shall file or commence a legal action to resolve a dispute between the Parties arising from this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including any fees and costs incurred in an appeal.

15. CHANGES, MODIFICATION, AMENDMENTS

No alteration, modification, or amendment of any of the terms, conditions, specifications, quality, quantities, or delivery price set forth in the BID or this Agreement will be effective without express written consent of the CITY.

16. JURISDICTION

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

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

17. COMPLIANCE WITH LAWS AND REGULATIONS

VENDOR, in providing the EQUIPMENT stated herein, shall at all times act in accordance with any and all applicable federal and state laws, and applicable ordinances, regulations, and authorized directive of CITY.

18. CITY OF LACEY BUSINESS LICENSE / FEDERAL W-9 FORM REQUIREMENTS

The VENDOR must possess a current City of Lacey Business License, and provide the CITY with a current federal Taxpayer Identification Number and Certification (W-9) Form, prior to execution of this Agreement. Vendor shall pay any applicable City of Lacey Business and Occupation Taxes.

19. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of the Agreement and cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date of the last signature of the parties.

CITY OF LACEY

VENDOR

Scott Spence, City Manager

By:

Date

Date

Approved as to form:

David Schneider, City Attorney

IV. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS CITY OF LACEY EQUIPMENT PURCHASE CONTRACT

A. **New Equipment.** No substitutions will be considered to the list below. This contract consists of providing the following equipment:

- i. Seventy (70) Smith & Wesson M&P9 Model 2.0 9mm Full-Sized 17-Round Pistol milled for Direct Mount for Acro Optic with factory flat trigger (S&W M&P9 M2.0 9MM 17RD NTS ACRO), to be black in color.
- ii. Sixty (60) Safariland 6360 L-III DTY HLST STX Plain M&P 2.0 Right Hand (SFL 6360 L-III HLST STX PLN M&P 2.0 RH, 6360RDS-2222-411), to be black in color.
- iii. Ten (10) Safariland 6360 L-III DTY HLST STX Plain M&P 2.0 Left Hand (SFL 6360 L-III HLST STX PLN M&P 2.0 LH, 6360RDS-2222-412), to be black in color.
- iv. Seventy (70) Aimpoint Acro P-2 Red-Dot Reflex sights, to be black in color.

B. **Trade-in equipment.** Trade-in equipment listed below will be delivered at the Lacey Police Department's expense a minimum of 45-days following the acceptance of the new equipment listed above. This contract consists of providing trade-in value for the following equipment:

- i. Forty-Four (44) Bushmaster XM15-E2S 16", Semi only, flat top, used/heavy condition, no magazines, no department engravings.
- ii. Sixteen (16) Glock 17 Gen 5 Mos, Brand New In Box
- iii. One (1) Glock 17 Gen5 MOS, Used
- iv. Fifty (50) Glock 22 Gen 4, Night sights (combination of Trijicon HD, Truglo, Factory Glock), 10-11 years old, some will come with boxes, three (3) magazines
- v. One (1) Glock 22 Gen 4, milled for direct fit Trijicon RMR, Trijicon Suppressor height sights, Trijicon RMR Type 2, 10-11 years old, will come with box and three (3) magazines
- vi. Five (5) Glock 23 Gen 4, factory night sights, 10-11 years old, will come with box and three (3) magazines

vii. Two (2) Heckler & Koch USP 9, 10 years old, box and magazines.

C. **Paperwork.** Vendor responsible under NFA to process appropriate ATF paperwork.

D. **Proposal.** Vendor shall agree to provide a DETAILED spec sheet of their proposed offering that fits within the above criteria, including itemized accounts of new equipment and trade-in values as **Attachment 1** of the Bid proposal.