

--

PROJECT TITLE	EXHIBITS (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)
CONTRACTOR	CITY OF REDMOND PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR'S CONTACT INFORMATION (Name, address, phone #)	BUDGET OR FUNDING SOURCE
CONTRACT COMPLETION DATE	MAXIMUM AMOUNT PAYABLE

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above-referenced person, firm or organization, hereinafter called "the CONTRACTOR."

WHEREAS, the CITY has a need to have the above-referenced project performed;
and

WHEREAS, the CITY does not have sufficient staff or expertise to complete the project and therefore deems it advisable and desirable to engage the assistance of a CONTRACTOR to provide the necessary services for the project review; and

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish goods and/or services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **Retention of Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONTRACTOR shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONTRACTOR shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONTRACTOR shall be paid for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all

labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONTRACTOR shall be entitled submit invoices to the CITY no more frequently than once per month during the course of the completion of work and services by the CONTRACTOR. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice to the CONTRACTOR that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONTRACTOR agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONTRACTOR shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONTRACTOR and appearing therein when required to do so by the CITY. The CONTRACTOR shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONTRACTOR shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONTRACTOR must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 12. Notwithstanding any such dispute, the CONTRACTOR shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONTRACTOR.

7. **Indemnity.** The CONTRACTOR agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONTRACTOR's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONTRACTOR's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

8. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONTRACTOR's negligence, the CONTRACTOR's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONTRACTOR's insurance. The certificate of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

9. Records. The CONTRACTOR shall keep all records related to this agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

10. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for

and direction of the CONTRACTOR's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

13. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONTRACTOR. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONTRACTOR, a final payment shall be made to the CONTRACTOR for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONTRACTOR of the notice to terminate. In the event that services of the CONTRACTOR are terminated by the CITY for fault on part of the CONTRACTOR, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONTRACTOR in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

14. Non-Discrimination. The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification.

The CONTRACTOR understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

15. Compliance and Governing Law. The CONTRACTOR shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subcontractors approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONTRACTOR for any breach of the agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

20. **City Business License.** The CONTRACTOR has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONTRACTOR will maintain the business license in good standing throughout the term of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONTRACTOR, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONTRACTOR:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney



BID RESPONSE

Responding To:

Bid/Project Number: IFB 10853-24

Bid/Project Title: City-Wide Mail Delivery Services

Closing Date: 12/04/2025, 2pm PST

Submitted By:

Name of Company Submitting Response:

copiers northwest

Printed Name of Person Submitting Response:

Eric Watson

Email:

ewatson@copiersnw.com

Signature of Person Submitting Response:

Signed by:
Eric Watson
8BA6DACF78BF474...

Date:

2/3/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



City of Redmond
Attn: Vivian Nguyen
MS: 3NFN, PO Box 97010
Redmond, WA 98073-9710

Vivian,

Thank you for giving Copiers Northwest the opportunity to respond to your Invitation for Bid **10853-24 for City-Wide Mail Delivery Services**. Copiers Northwest has been a fixture in the Pacific Northwest for more than 38 years and we are recognized for our world-class service, on-site mailroom & copy center solutions, software integration and strategic partnerships with Canon, Sharp, Roland, HP and Lexmark.

This document highlights a strategic value proposition that differentiates CNW from the competition. Attached you will find:

1. *Credentials: People, Process, Technology*
2. *Bid Submittal Pricing and References*
3. *Company Collateral and CNW Capabilities*

We would be proud to count the City of Redmond among our top customers in 2025 and we look forward to your feedback on our proposal!

Sincerely,

Eric Watson and Team CNW



City of Redmond: A Proud History!

“Redmond sits in a fertile basin created by ancient glaciers that once covered much of King County. Thousands of years before the first fur trappers entered the area's dense forests, the rich bottomland of the Sammamish Valley provided shelter and food for Native Americans. Salmon were so abundant in the Sammamish River when the first pioneers arrived in 1871, they called their settlement Salmonberg.

A primary activity for early homesteaders was clearing the vast tracts of towering trees. During the 1880's, loggers who poured into the area built lumber and shingle mills. Their substantial payrolls created a demand for products and services. In 1888, the Seattle Lake Shore and Eastern Railway reached the town, and with it, the marketability of the area's timber was insured.”

Copiers Northwest

Introduction

Copiers Northwest (CNW) specializes in enterprise document management and mailing solutions. We pride ourselves on long-term business partnerships, and relationships built upon honesty and integrity. As one of the largest independent dealers in the area for Canon, Sharp, Lexmark and Hewlett Packard, we deliver customized mail delivery, printing, and software solutions for many of the top companies in the Pacific Northwest.

Working with the world's best companies and embracing the future of technology, we offer strategies and approaches to business optimization that are tailored to each client's specific business goals. As a result, CNW's customers include international technology companies, federal, state, and local governments, healthcare organizations, educational institutions, law firms, professional sports teams and national retail chains.

We're Established

Copiers Northwest Inc. was established in Seattle, Washington in 1986. We have always maintained local leadership control, giving us the flexibility to meet unique requirements like those of the City of Redmond. Our ability to move and react quickly to advancing technologies allows us to provide the City of Redmond with leading-edge products and programs tailored to your specific needs. Today, we have 237 employees dedicated to serving our customers. Our offices are located in Seattle (corporate office), Spokane, Tacoma, Wenatchee, Bellingham, Tri-Cities, Yakima, Salem, Portland, and Bend.



CNW Credentials: People

It all begins with a highly skilled, motivated and disciplined team. Here are just a few of the key individuals playing important roles in the City of Redmond – CNW strategic partnership:

Eric Watson – Manager, Document Services Group
206-255-0016 • eMail: ewatson@copiersnw.com

Eric brings more than 24 years of industry experience in the graphics, printing and fulfillment space. He currently manages all of the Facilities Management relationships throughout Washington including the Copy Center at the City of Bellevue. He also oversees the CNW DSG (Document Services Group) Digital Production Facility in downtown Seattle. On his watch, Copiers Northwest has expanded our digital footprint to include a variety of Canon, Roland, Sharp, HP and Duplo devices. He has extensive experience managing staffed services accounts in many different market verticals.

Laura Svarcs – Major Accounts Sales Manager
206-519-3334 • eMail: lsvarcs@copiersnw.com

Laura joined CNW in 2017 to lead the Western Washington team of sales professionals expanding our portfolio of services with large sized regional accounts. She brings strong leadership experience and fifteen years of industry experience focused on commercial, state and local government business, as well as, the healthcare and legal verticals. Laura has diverse industry experience in operational leadership roles running the Pacific Northwest Managed Services program, the Regional Director of Finance, and Strategic and Major Account Sales leadership positions for a large document equipment manufacturer.

James Weaver – DSG Print Center Manager
206-491-8412 • eMail: jweaver@copiersnw.com

James has been in Print and Managed Services for the past 26 years and looking forward to many more. Born and raised in Toronto, he is a life-long Maple Leafs supporter and has been married to his wife Sandi, for 30 years and they have one son, Wesley. Relocating from Gilbert, Arizona, we are all very much looking forward to dealing with actual seasons. James has managed many aspects of the print and mail services industry over these years, including large teams of highly trained professionals.

Teamwork



CNW Credentials: Process

Implementation

Copiers Northwest strives for professional excellence in all aspects of process, delivery and installation of the City-Wide Mail Delivery solution. CNW's facilities management team supports on site and overflow production services in the public-sector space, and we are familiar with the specific nuances unique to city government. We hire and train the best candidates to support our customers in any industry to implement proven processes and integrated workflows for each in-house print facility, mail services operation, scanning center, or office services solution with our own unique administrative support. *We do not use temporary staffing agencies to cut costs.* Quality and longevity of staff are our goals for a robust, well-run mail delivery solution!

Implementation Team

The Implementation Team is a highly-experienced group of project management trained specialists, who will assist with various aspects of the transition. This team will coordinate the hardware and software integration, initial on-site training and the establishment of service level agreements.

The following key stakeholder teams will be engaged during implementation:

- *CNW DSG (Document Services Group)*
- *ISG (Integrated Services Group)*
- *Information Technology*
- *Service*
- *Major Accounts Billing*

Copiers Northwest is determined to continue to be a valuable part of the City of Redmond team and the proper implementation will continue to put the partnership on the right path. Copiers Northwest will assemble a detailed implementation time-line. Eric will plan activities weekly up to the commencement date. This plan will assist both companies in understanding various activities that will take place. It is imperative to Copier Northwest's success that the transition is fluid.

Our track record of providing these services is outstanding in our field. We have had zero service interruptions to the City-Wide Mail Delivery services since we won the previous IFB in 2018. Our staff is trained to back each other up and provide the very best customer service in the industry.



Copiers Northwest Credentials: Technology

The CNW Document Services Group led by Eric Watson is the benchmark for our industry, showcasing best in class printing equipment from Canon, Roland, HP, and finishing equipment from Duplo, Graphtec and Colex.

No other competitor has the depth and breadth of production services you will find with CNW's DSG Production Group. Here are some of the value-added services provided to our top customers:

1. **On-site Mail Delivery and Production Services for Document applications** of all types produced on state-of-the art equipment.
2. **Wide Format applications** printed on a variety of unique substrates, including wood, metal, polymers, glass and synthetic materials.
3. **Finishing** of all types including inserting, folding, pre-sorting, die-cutting, binding, booklet-making and mounting.
4. **Redundancy, Back-up and Disaster Recovery** with Canon technology, on-site and off-site.
5. **Security and Continuity** with parallel footprint in downtown Seattle. We have the option to load-balance and off-load peak output from the City of Redmond.
6. **Detailed reporting** for tracking postage used per department.



On-going Support and Account Management

We strive to maintain a proactive approach to managing our client relationships. Staying informed of changes within our client's environment helps us to better support their initiatives. We have a number of programs currently in place to manage the communication between Copiers Northwest and the City of Redmond. On a quarterly basis, City of Redmond and Copiers Northwest will complete a performance review to ensure that the service levels and customer satisfaction targets are being met. In the spirit of continuous improvement, we will review key performance indicators to determine ways to improve overall efficiencies at the City of Redmond.

On-going support and robust account management assures that we continue to deliver the exceptional results we are known for with our managed facilities customers. Our hands-on management and unique model of not using temporary staff keeps us in direct contact with all areas of operation. Communication, review, and accountability are essential in the success of our partnership. To ensure that your needs are met regularly, we will conduct quarterly business reviews with your representatives. The cadence of a typical quarterly business reviews is as follows:

- **Preparation** - Reporting data and a proposed agenda are sent to the City of Redmond in advance of the meeting date
- **CNW Performance Scorecard** - Compares our actual results against target benchmarked Service Level Agreements
- **Labor and Process Review** - Examines staffing model, workflow, changes and overall results
- **Technology and Software** - Reviews cost tracking results, savings, and revenue generation.
- **Innovations and New Initiatives** - Asks the question: how can we support your new initiatives through innovation?

At Copiers Northwest, we pledge to meet and exceed the service deliverable objectives for the City of Redmond. Regular communication, local accountability, quarterly review of our performance, and an ongoing supportive relationship will ensure we leverage the maximum value in our City-Wide Mail Delivery Solution at the City of Redmond.

Net Promoter Scores are key indicators of customer satisfaction levels. Here is the most recent CNW Net Promoter report – and the scores are amazing!



Measuring Customer Satisfaction

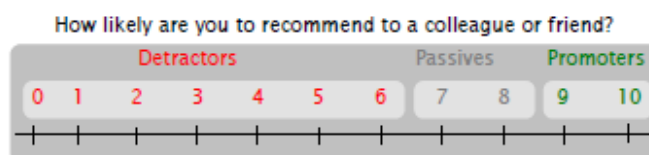
Many companies claim that they have the "Best service in the business" but few even have a way to measure how happy customers are. Here at Copiers Northwest we have a system that allows us to capture feedback after every service call. We use the Net Promoter Score system www.netpromoter.com

The average N. American company has a Net Promoter Score® of 30.

Some well-loved companies reach scores into the 70s and 80s

NPS® Leaders - N. America 2023		
Company		NPS
Tesla		97
T-Mobile		82
Starbucks		77
USAA		75
Amazon		73

NPS scores published by Satmetrix Systems



$$\text{NPS}^{\circ} = \begin{matrix} \text{\% of PROMOTERS} \\ \text{(9s and 10s)} \end{matrix} - \begin{matrix} \text{\% of DETRACTORS} \\ \text{(0 through 6)} \end{matrix}$$

91.16 = **444 (93.47%)** - **11 (-2.32%)**



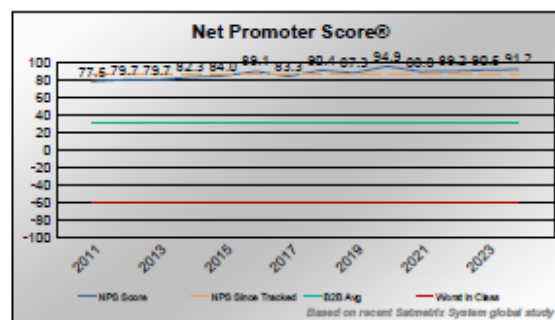
$$\text{NPS}^{\circ} = \begin{matrix} \text{\% of PROMOTERS} \\ \text{(9s and 10s)} \end{matrix} - \begin{matrix} \text{\% of DETRACTORS} \\ \text{(0 through 6)} \end{matrix}$$

85.58 = **5911 (88.77%)** - **212 (-3.18%)**

The Net Promoter Score (NPS)®, is a straightforward loyalty metric that holds companies and employees accountable for how they treat customers. It is both a loyalty metric and a discipline for using customer feedback to fuel profitable growth in your business. Employees at all levels of the organization understand it, opening doors to customer centric change and improved performance.



Data Collection and NPS® Verification
 powered by CEO Juice Inc.



Copiers Northwest | 615 S Alaska St, Seattle, WA 98108 | 866-692-0700

* Ranking among US and Canada copier dealers using the NPS® system provided by CEO Juice.

** Net Promoter, NPS, and Net Promoter Score are trademarks of Satmetrix Systems, Inc., Bain & Company, and Fred Reichheld



Bid Submittal Pricing and References: City-Wide Mail Delivery Services

ERIC WATSON is working on this!

References

1. City of Bellevue

450 110th Avenue NE, Bellevue, WA 98004

Primary Contact: Leslie Hernandez, Treasury Manager, Finance

lhernandez@bellevuewa.gov

(425) 452-6111

CNW Services Provided - Mail delivery services, courier and staffed Copy Center

2. Fred Hutchinson Cancer Research Center

1100 Fairview Ave. N. Seattle, WA 98109-1024

Primary Contact: Lisa Van Ommen, Director of General Operational Services (206) 667-5397

lvannomme@fhcrc.org

CNW Services Provided - Staffed Copy Center, production hardware, MFP hardware and Fleet services, Managed Print Services

3. Premera Blue Cross

7001 220th St SW, Mountlake Terrace, WA 98043

Primary Contact: Samantha McDaniel (425) 918-6146

Samantha.McDaniel@Premera.com

CNW Services Provided – Staffed Copy Center



Invoice

BILL TO: City of Redmond
HMF952-P Parks Customer Service Department
c/o Zach Houvener
15670 NE 85th Street
Redmond, Washington, 98004

Invoice Date:	01/31/25
Date Due:	2/29/25
Invoice No:	INV2940235
Total Due	\$7,621.26

EXAMPLE INVOICE

Terms: Invoice due upon Receipt
1 1/2% per month charged on past due invoices

Billing Period: January 1-31, 2025

Description	Amount
Base Contract Labor	5,954.49
Equipment	955.08
Outsource/Bulk	0.00
Supplies	<u>0.00</u>
Subtotal	\$ 6,909.57
Tax	\$ <u>711.69</u>
This is your official invoice. Please pay from this invoice.	
Total Due	\$ 7,621.26

TOTAL DUE \$ 7,621.26

INVOICE INV2940235

AMOUNT
ENCLOSED

BILL TO:
City of Redmond
Parks Customer Service Department
c/o Zach Houvener
15670 NE 85th Street
Redmond, Washington, 98004

REMIT TO:
Copiers Northwest, Inc
615 S Alaska St
Seattle, WA 98108

IFB 10853-24 City-Wide Mail Delivery Services

Attachment B - Bid Submittal Sheet

Company Name: Copiers Northwest Contact Person: Eric Watson

Company Address: 615 South Alaska Street

City: Seattle, State: WA, Zip: 98108

Phone #: (206) 519-3268 Fax #: (206) 519-3269 Email: ewatson@copiersnw.com

This pricing is offered in response to the City's Invitation for Bid (IFB). The prices provided below are fully-burdened and represent all costs associated with the performance of the requested services, including direct labor cost, overhead, profit and any materials, equipment or tools. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. In accordance with the bid documents, these prices reflect any applicable prevailing wage rates, cost of payment and performance bonds, permits and traffic control, and any other expenses specified in the bid documents.

Bid Item No.	Description			Lump Sum Price
1	City-Wide Mail Delivery Services Mon-Thurs, 7:30am - 4:00pm - Monthly Charge			\$ 6,909.56
2	Other Charges			\$
		Subtotal		\$ 6,909.56
Sales Tax (10.3%)				\$ 711.69
** Total Bid				\$ 7,621.25

**The City intends to award all bid items to one Contractor.



Addenda:

IFB 10853-24

Receipt of Addenda numbered Addendum 1 is hereby acknowledged.

Validity:

60 days calendar days from bid receipt date. The City reserves the right to request an extension of the 60-day period.

References:

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. City of Bellevue. Leslie Hernandez, Treasury Manager. LHernandez@bellevuewa.gov
(425) 452-6111 (Finance and Asset Management decision maker and contract manager)
At City of Bellevue we provide Mailroom, Courier, and Copy Center services.
2. Fred Hutch. Lisa Van Ommen, Director of General Operational Services.
Ivanomme@fredhutch.org (206) 667-5397
At Fred Hutch we provide Copy Center Services and Toner delivery.
3. Premera Blue Cross. Samantha McDaniel, Program Manager.
Samantha.McDaniel@premera.com. (425) 918-6146
At Premera Blue Cross we provide Copy Center Services.

City of Redmond Business License #: RED09-000279 or ___ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number: _____

Washington Unified Business Identifier (UBI): 600628310
(<http://bls.dor.wa.gov/file.aspx>)



Employment Security Dept. Number: 00-613661-00-1

State Excise Tax Registration Number: 600-628-310
(<http://bls.dor.wa.gov/taxregistration.aspx>)

Industrial Insurance Coverage: 507-156-01
(<http://bls.dor.wa.gov/industrialinsurance.aspx>)

The bidder certifies that it is not disqualified/barred from working on any public works programs: Copiers Northwest certifies.
(<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:
Copiers Northwest certifies this is true and correct.

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:
Copiers Northwest certifies.

(<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent:  Date: 02/03/25



IFB 10853-24 City-Wide Mail Delivery Services

Attachment B - Bid Submittal Sheet

Company Name: Copiers Northwest Contact Person: Eric Watson

Company Address: 615 South Alaska Street

City: Seattle, State: WA, Zip: 98108

Phone #: (206) 519-3268 Fax #: (206) 519-3269 Email: ewatson@copiersnw.com

This pricing is offered in response to the City's Invitation for Bid (IFB). The prices provided below are fully-burdened and represent all costs associated with the performance of the requested services, including direct labor cost, overhead, profit and any materials, equipment or tools. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. In accordance with the bid documents, these prices reflect any applicable prevailing wage rates, cost of payment and performance bonds, permits and traffic control, and any other expenses specified in the bid documents.

Bid Item No.	Description			Lump Sum Price
1	City-Wide Mail Delivery Services Mon-Thurs, 7:30am - 4:00pm - Monthly Charge			\$ 6,909.56
2	Other Charges			\$
		Subtotal		\$ 6,909.56
Sales Tax (10.3%)				\$ 711.69
** Total Bid				\$ 7,621.25

**The City intends to award all bid items to one Contractor.



Addenda:

IFB 10853-24

Receipt of Addenda numbered Addendum 1 is hereby acknowledged.

Validity:

60 days calendar days from bid receipt date. The City reserves the right to request an extension of the 60-day period.

References:

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. City of Bellevue. Leslie Hernandez, Treasury Manager. LHernandez@bellevuewa.gov
(425) 452-6111 (Finance and Asset Management decision maker and contract manager)
At City of Bellevue we provide Mailroom, Courier, and Copy Center services.
2. Fred Hutch. Lisa Van Ommen, Director of General Operational Services.
Ivanomme@fredhutch.org (206) 667-5397
At Fred Hutch we provide Copy Center Services and Toner delivery.
3. Premera Blue Cross. Samantha McDaniel, Program Manager.
Samantha.McDaniel@premera.com. (425) 918-6146
At Premera Blue Cross we provide Copy Center Services.

City of Redmond Business License #: RED09-000279 or ___ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number: _____

Washington Unified Business Identifier (UBI): 600628310
(<http://bls.dor.wa.gov/file.aspx>)



Employment Security Dept. Number: 00-613661-00-1

State Excise Tax Registration Number: 600-628-310
(<http://bls.dor.wa.gov/taxregistration.aspx>)

Industrial Insurance Coverage: 507-156-01
(<http://bls.dor.wa.gov/industrialinsurance.aspx>)

The bidder certifies that it is not disqualified/barred from working on any public works programs: Copiers Northwest certifies.
(<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:
Copiers Northwest certifies this is true and correct.

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:
Copiers Northwest certifies.

(<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent:  Date: 02/03/25




Certificate Of Completion

Envelope Id: 30A366F1-4CD3-4732-99BB-79449825A7C5		Status: Completed
Subject: 10853-24 - City-Wide Mail Delivery Services, Closing Date: 02/04/2025 at 2:00 PM (PST)		
Source Envelope:		
Document Pages: 17	Signatures: 1	Envelope Originator:
Certificate Pages: 2	Initials: 0	DocuSign Purchasing
AutoNav: Enabled		15670 Ne 85th St
Envelopeld Stamping: Enabled		Redmond, WA 98052
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		docusignpurchasing@redmond.gov
		IP Address: 98.237.146.101

Record Tracking

Status: Original	Holder: DocuSign Purchasing	Location: DocuSign
2/3/2025 4:30:07 PM	docusignpurchasing@redmond.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Redmond, WA	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Eric Watson ewatson@copiersnw.com Copiers Northwest Security Level: Email, Account Authentication (None)	<div>Signed by:</div>  <div>8BA6DACF78BF474...</div>	Sent: 2/3/2025 4:30:09 PM Viewed: 2/3/2025 4:30:59 PM Signed: 2/3/2025 4:32:02 PM
	Signature Adoption: Pre-selected Style Using IP Address: 98.237.146.101	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Secure Bids SecureBids@Redmond.gov Security Level: Email, Account Authentication (None)	<div>Completed</div>	Sent: 2/3/2025 4:32:03 PM Viewed: 2/4/2025 2:02:19 PM Signed: 2/4/2025 2:02:26 PM
	Using IP Address: 204.152.61.20	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/3/2025 4:30:09 PM
Certified Delivered	Security Checked	2/4/2025 2:02:19 PM
Signing Complete	Security Checked	2/4/2025 2:02:26 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	2/4/2025 2:02:26 PM
Payment Events	Status	Timestamps

IFB 10853-24
City-Wide Mail Delivery Services
Attachment C – Option for Renewal

The City intends to enter into an initial two-year agreement, from March 31, 2025 to February 28, 2027. The City reserves the right to renew this contract for two (2) additional two-year renewal terms, for a potential maximum total term of six (6) years, upon serving notice to Contractor within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of the original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Contractor may discuss any necessary changes to services and will confirm prices/rates prior to each renewal. Contractor shall notify the City in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City. Any approved price adjustment shall remain unchanged for the duration of each renewal period.



**CITY OF REDMOND
PURCHASE ORDER - TERMS & CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS are agreed to by the Supplier ("Seller") whose name appears on the face of this Purchase Order and The City of Redmond ("City"). Seller hereby acknowledges and agrees that these Terms and Conditions shall apply and are hereby incorporated into this purchase order, sales order, request for service, or other agreement between Seller and The City of Redmond under which Seller agrees to provide goods or services. This agreement shall be referred to herein as a "Purchase Order".

1. Independent Contractor - Seller acknowledges that its status vis-à-vis City is that of an independent contractor, not an employee. Seller shall be solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business, payroll, unemployment, property, and income taxes and workers compensation payments). The City shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs its services, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses unless expressly agreed to by City in this Purchase Order.

2. Compliance & Governing Law - The seller shall at all times comply with all applicable state and local laws, rules, ordinances and regulations. This Purchase Order shall be governed by and construed according to the laws of the State of Washington.

3. Seller's Liabilities, Indemnification and Hold Harmless - Seller shall indemnify, defend (or at the City's option), pay the costs and attorney fees of the City incurred in defending, and hold the City, its elected and appointed officials, officers, agents and employees harmless from and against any and all expenses, damages, claims or liabilities (including attorneys fees and costs) for injuries, or sickness or death to persons or damage to property, arising out of any act, error or omission of Seller, its officers, employees, agents, contractors, suppliers, licensees or invitees related to this Purchase order or the goods or services purchased hereunder, provided, however that

(a) Seller's obligation to indemnify, defend (or pay costs of defense) and hold harmless shall not apply to injuries, sickness or death of persons or damage to property which arises out of the sole negligence of the City, its elected or appointed officials, officers, agents, or employees; and

(b) regarding concurrent negligence, shall apply only to the extent of the negligence of seller, its officers, employees, agents, contractors, suppliers, licenses or invitees, and the City, its elected or appointed officials, officers, agents or employees.

If requested by City, Seller shall furnish to City a certificate of insurance showing that Seller carries adequate public liability and property damage insurance with insurers suitable to the City, in amounts acceptable to City, and adequate workers' compensation insurance (or evidence of authority to self insure). The failure by Seller to furnish such a certificate of insurance to City will not constitute a waiver of the requirement for such certificate or of any other provision on this Purchase Order.

Seller expressly waives its immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Seller's employees, and expressly agrees that the obligation to indemnify, defend and hold harmless extends to any claim, demand or action brought by or on behalf of any employee of Seller and includes any judgment, award or cost thereof, including attorney fees.

4. Acceptance - Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller.

5. Prices, Terms and Invoices - The prices for the equipment and/or services ordered there under are those specified on the face of this Purchase Order. No charges shall be made for shipping, handling, delivery, taxes or other extras unless specified on this Purchase Order. Payment is contingent upon approval of the equipment and/or services by City. Subject to the foregoing, invoices will be paid within thirty days from receipt of equipment and/or the receipt of invoice for services performed or as specified on this Purchase Order.

6. Packing, Marking and Shipping - (a) Delivery shall be f.o.b. City's destination unless otherwise stated. Seller shall not be entitled to reimbursement of transportation charges unless specified on the face of this Purchase Order. If Seller is entitled to reimbursement of charges, such charges shall be added as a separate item on City's invoice and the receipted freight bill shall be attached thereto.

(b) All shipments shall be marked and packed so as to secure the lowest transportation rates. Shipments shall be routed to the shipping address on this Purchase Order, or as otherwise instructed by the City. Seller shall reimburse City for all expenses incurred by City as a result of improper packing, marking or routing.

(c) A packing slip shall accompany each shipment, enclosed in a package marked "Packing Slip Inside". The Packing Slip and other shipping documents shall bear this Purchase Order number and shipping destination.

7. Premium Shipments - If, because of Seller's failure to meet the delivery requirements of this Purchase Order, City finds it necessary to require shipment of any of the equipment covered by this Purchase Order by a different method of transportation than that originally specified, Seller shall pay the additional shipping, handling and other charges associated therewith.

8. Delivery and Shipping Releases - Delivery dates are specified on the face of this Purchase Order. If not so specified, Seller shall not fabricate any of the equipment covered by this Purchase Order, or procure any of the materials required for their fabrication, or ship any of such equipment to City except to the extent authorized by City in writing. City shall have no responsibility for equipment for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller at Seller's expense. City may from time to time change shipping schedules specified in this Purchase Order or contained in separate written instructions.

9. Inspection - All equipment and services provided under this Purchase Order shall be subject to inspection and testing by the City to the extent practical at times and places including the period and place of manufacture; if any such inspection or test is made on Seller's premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons conducting the test. If any equipment or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, the City shall have the right to reject such equipment or services, retain and correct them at Seller's expense, or require their correction by Seller. Rejected equipment shall be returned to Seller at Seller's risk and Seller shall pay the City for all packing, handling and transportation expenses incurred in connection with the rejected equipment. Records of all inspection work by Seller shall be kept complete and available to the City during the performance of this Purchase Order and for such longer period as may be required by law.

10. WARRANTY - SELLER WARRANTS THAT THE EQUIPMENT COVERED BY THIS PURCHASE ORDER WILL CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTION FURNISHED OR SPECIFIED BY CITY, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP, AND FREE FROM DEFECT. SELLER WARRANTS THAT THE SERVICES, IF ANY, PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A

WORKMANLIKE MANNER, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, AND FREE FROM DEFECT. THE WARRANTIES AND REMEDIES PROVIDED FOR IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO THOSE IMPLIED BY LAW AND SHALL EXIST NOTWITHSTANDING THE ACCEPTANCE IN WHOLE OR IN PART BY CITY OF THE EQUIPMENT AND/OR SERVICES.

11. Patents - (a) Seller warrants that the equipment purchased by City under this Purchase Order, and the sale or use of such equipment, alone or in combination with City's other equipment according to City's specifications or recommendations provided to Seller, will not infringe upon any United States or foreign patents, agrees to indemnify and hold harmless City and anyone selling or using any of City's products or services against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Seller shall, upon request of City and at Seller's own expense, defend or assist in the defense of any action which may be brought against City or those selling or using any of City's products or services by reason of any such alleged infringement.

(b) Seller hereby grants to City an express license to repair, rebuild, and relocate and to have repaired, rebuilt and relocated the equipment purchased by City under this Purchase Order.

12. Liens - All equipment to be delivered under this Purchase Order and all property to be returned to City shall be free and clear of any and all liens and encumbrances whatsoever.

13. Taxes - Unless otherwise provided in this Purchase Order, Seller shall be responsible for the payment of all federal, state or local taxes of any nature which arise out of the sale of the equipment or the provision of services there under. Any taxes which are the responsibility of the City there under shall be prepaid by Seller and added as a separate item on the City's invoice.

14. Advertising - The Seller is prohibited, without first obtaining the written consent of City, from and in any manner advertising or publishing the fact that Seller has furnished or contracted to furnish City with the equipment or services in this Purchase Order, nor may Seller operate under or otherwise use the City name or any other trade name or assumed name used by City. Seller shall not disclose any of the terms of this Purchase Order to any third party except as provided by law and/or as may be required to perform there under.

15. Use - The equipment and services contracted for in this Purchase Order are to be for the use of the City, and/or its suppliers. All equipment contracted for may be subjected to further processes of manufacture, combined with any articles, or put to any use whatsoever, by City, or its suppliers, as it or they may elect, and in no event shall any claim for royalty or other additional compensation be made by Seller, by reason of such manufacture, combination or use.

16. Drawings, Specifications and Technical Information - Drawings, data, designs, inventions and other technical, engineering or scientific information supplied by City shall remain City property and shall be returned to City upon completion of this Purchase Order or upon demand. Any information which Seller may disclose to City with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for such Purchase Order, and Seller shall not assert any claim (other than a claim for a patent infringement) against City by reason of City use thereof. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Seller in connection with this Purchase Orders and incorporated in the equipment and services to be delivered there under. Seller shall not supply such design work to any other party without City's written permission.

17. City Property - Any property used by Seller but owned, furnished, charged to, paid for, or provided by City, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of the City subject to removal and inspection by the City at any time without cost or expense to the City. All such property shall be used by Seller only for performance under this Purchase Orders and shall be adequately insured

for the City's protection. Seller shall assume all liability including loss of use for and maintain and repair such property and return the same to the City in good condition, reasonable wear and tear excepted.

18. Excusable Delays - (a) Neither City nor Seller shall be liable for delay in performance there under arising from (1) acts of God or a public enemy, (2) acts of the Government of the United States or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events, or (10) causes or events beyond the control and without the fault or negligence of the City or Seller in failing to perform there under.

(b) In the event of a failure by Seller to perform arising from any of the causes or events set forth in subparagraph (a) of this paragraph, City shall be entitled to obtain equipment or services covered by this Purchase Order elsewhere for the duration of such failure and to reduce, pro tanto the quantity or amount of equipment or services ordered from Seller under all this Purchase Order. Upon cessation of the condition causing the delay in performance, all performance requirements shall resume, unless this Purchase Order has been terminated as provided in paragraph 21.

19. Changes - City may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the equipment and/or services covered by this Purchase Order, (2) the method of shipment and packing and/or (3) the place of delivery. If any such changes affect the time for performance or the cost of manufacturing the equipment or furnishing the services, City shall make an equitable adjustment in the purchase price or the delivery schedule, or both, provided that any claim by Seller for adjustment under this clause must be submitted in writing to City within 30 days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any equipment ordered or services performed under this Purchase Order without the prior written approval of City.

20. Substitutions - No substitutions will be permitted unless mutually agreed to by both parties. Any such substitution shall be in writing and made prior to delivery. If any substitutions are permitted under this order, the market value of the substitute must be of equal or greater value.

21. Termination at Option of City - (a) Performance under this Purchase Order may be terminated by City at its option, in whole or in part at any time with written notice to Seller, notwithstanding the existence with respect to Seller of any of the causes or events specified in Paragraph 18 above.

(b) After receipt of a notice of termination Seller shall, unless otherwise directed by City, immediately terminate the performance of all services and the manufacture and/or shipment of all equipment under this Purchase Order, and shall, unless otherwise directed by City, (1) terminate all orders and subcontracts relating to the performance of the work and settle all claims arising out of such termination, subject to the approval or ratification of City; (2) transfer title and deliver to City (i) all completed equipment which conforms, in quality, to the requirements of this Purchase Order and does not exceed, in quantity, the amount authorized for production by City, and (ii) all reasonable quantities (but not in excess of amounts authorized by City) of work in process and materials produced or acquired to perform there under which are of a type and quality suitable for producing equipment which conforms to the requirements of this Purchase Order and which cannot reasonably be used by Seller in producing equipment for itself or for its other customers; (3) take all action necessary to protect property in Seller's possession in which City has or may acquire an interest; and (4) submit to City promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by City; provided, however, that in the event of failure of Seller to submit its termination claim within such period, City may determine notwithstanding the provisions of

subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination and such determination shall be final. No termination claim will be paid where termination was due to a default in the part of the Seller.

(c) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation due Seller for such termination, City, in addition to making prompt payment of amounts due for equipment delivered or services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. Payments made under this subparagraph (c) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

(d) With the consent of City, Seller may retain at an agreed price or sell at an approved price any completed equipment, or any equipment, materials, work in process or other things the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c) above, and will credit or pay the amount so agreed or received as City directs.

(e) The provisions of this paragraph 21 shall not apply if this Purchase Order is terminate by City for the default of Seller pursuant to paragraph 22 hereof.

22. Termination for Default of Seller - Subject to paragraph 18 above, whenever Seller (1) refuses or fails to make deliveries of the equipment or perform services called for in this Purchase Order within the time specified in this Purchase Order or in written instructions issued to Seller, or (2) otherwise defaults in the performance of this Purchase Order, City may terminate this Purchase Order, in whole or in part, effective ten (10) days after mailing of notice of default, unless Seller shall, within such period, cure such default.

23. Effect of Invalidity - The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

24. Remedies - The remedies herein shall be cumulative, and in addition to any other remedies available in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

25. Modification of Purchase Order and Non-Assignment - This Purchase Order, together with any written instruction issued there under, contains the complete and final agreement between City and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon City unless made in writing and signed by the City's authorized representative. Except as provided in this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any equipment or services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that City shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type (including without limitation, rights of setoff, recoupment, and counterclaim), which City could assert against Seller, whether acquired prior or subsequent to such assignment.

26. Notice of Labor Disputes - (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order; Seller shall immediately give notice thereof and all relevant information to the City.

(b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract (including any purchase order) there under as to which a labor dispute may delay the timely performance of this Purchase Order, except that each such subcontract shall provide that in the event any actual or potential labor dispute is delaying or threatens to delay timely performance, the subcontractor shall immediately notify its next higher tier subcontractor, or Seller, as the case may be, of all relevant information.