



CONTRACT FACE SHEET

- Document Type: Contract, MOU, Interlocal Agreement, Notice of Acceptance, Retainage, Franchise Agreement, Right of Way Use Agreement, Lien, Correspondence, Collective Bargaining Agreement
Status: New, Amendment, Change Order, Renewal, Cancellation

*Vendor Name: WA ST Dept of General Administration/ Materials Management Center
*JDE PO Number: 910077-000
*Effective Date: 01/01/2009
*Termination Date: 12/31/2009
Amendment Effective Date: /
*Clerk's Receiving Number: 43834
Related Receiving Number: /
Bid/RFP/RFQ/ITQ Number: /
Ordinance Number: /
Resolution Number: /
CIP Number: /
Project Name: Act as Agent for COB re selling of surplus
Site Name: /
Vendor Number: 35101
File Location: 09.134

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

FN

Face Sheet Date: 02.18.2009 C JDE C
Scan and }
Index Date: } ECM

**Agreement Between the City of Bellevue and Washington State, Department
of General Administration, Materials Management Center**

CR# 43834 DATE 02-18-09 LOG 09-134

WHEREAS, Washington State, Department of General Administration, Materials Management Center, hereinafter referred to as MMC, is authorized by RCW 43.19.1919 to sell surplus personal property; and

WHEREAS, the City of Bellevue, hereinafter referred to as the City, is authorized to sell surplus personal property; and

WHEREAS, MMC has the facilities and personnel to sell surplus personal property; and

WHEREAS, sales/auctions are regularly scheduled at the MMC property yard located at 2301 C Street SW, Auburn, WA 98001,

THEREFORE, it is agreed pursuant to the terms of RCW 39.34.080, that;

MMC whose address is 2301 C Street SW, Auburn, WA 98001, agrees to sell, as agent for the City, whose address is 450 110th Ave NE, Bellevue, WA 98004, and phone number is (425) 452-4328, vehicles, equipment and property that is declared surplus and turned over to MMC for disposal.

A. Period of Agreement: January 1, 2009 through December 31, 2009.

B. Agreement of the City: The City agrees that it will:

1. Submit disposal form SF267-A, attached hereto as exhibit A, for all surplus property along with signed (released) vehicle and equipment titles.
2. Pay an additional charge of \$25 per vehicle for wash and vacuum services if required and actual costs for decal removal (estimated at \$25 per vehicle.)
3. Abide by MMC's requirement that no hazardous materials be listed or provided to the State for disposal.
4. Provide items to MMC in an "as is, where is" condition, listing any known defects on the 267-A Surplus Disposal Request
5. City personnel will schedule (once given notice from the State) the removal of police lighting/enforcement equipment and re-key all police patrol equipped vehicles that are to be converted for general public sale.
6. City personnel will be available to receive MMC Transport Services personnel Tuesday – Friday 7:00 am to 1:00 pm (excluding holidays) for all pre-scheduled surplus pick ups.

C. Agreement of MMC: MMC agrees that it will:

1. Make arrangements for and pay all transportation costs associated with the delivery of vehicles/equipment and other surplus property from City locations to the MMC sale site.
2. Coordinate all issues related to disposal procedures and transactions through City Purchasing at phone number (425) 452-4328.

Agreement Between the City of Bellevue and Washington State, Department of General Administration, Materials Management Center

- 3 Properly store and assume responsibility for the safekeeping of all vehicles, equipment and property at the MMC location.
- 4 Accomplish all direct equipment sales with other government or non-profit entities; to include receipt of payment (presale to priority customers).
- 5 Sell vehicles, equipment and property in a timely manner, collect payment from the buyer, and reimburse the City the proceeds of sale less authorized fees on a monthly basis. A monthly sale status record will be sent to the City financial office and motorpool.
- 6 Endeavor to obtain resale prices equal to the industry standard trade-in or quick sale equipment values by selling on-line or to priority customers.
- 7 Take all necessary administrative actions to ensure that vehicle and equipment ownership is legally and fully transferred from the City to the buyer. Be responsible for resolving any ownership issues that may arise after unit sales.
- 8 City police vehicles equipped with lighting/enforcement packages will be transported to MMC and made available to other law enforcement agencies at market value (determined by MMC). Any vehicle not sold within three weeks will be stripped of lighting/enforcement packages by the City and publically sold.
- 9 All offers made on City police vehicles by other municipalities and agencies, below set amount on for 267-A, require prior approval by the City.
- 10 Methods for selling will include, but not be limited to priority sales and on-line sales.
- 11 Sell all items "as is, where is" listing any known defects as detailed by the City or by the observations of MMC.

D. Mutual Hold Harmless: The parties agree to hold each other and each others' officers, employees and agents harmless from and against any claim or cause of action due to each party's own negligence.

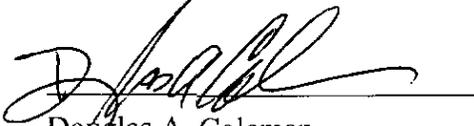
E. Fees: The above duties will be performed by MMC for the following fees:

1. 9.5% of sales price for each item with a minimum charge of \$200 and a maximum of \$1500 per item (items selling for \$200 or less will not be reimbursed.)
2. \$25 for cleaning and vacuuming per unit, if required by the City.
3. Actual cost for decal removal, if requested by the City (\$25 per unit estimated.)

F. Termination: Either party may terminate this agreement for any reason with 30 days written notice.

**Agreement Between the City of Bellevue and Washington State, Department
of General Administration, Materials Management Center**

For the State of Washington:



Douglas A. Coleman

Program Manager

Materials Management Center

Phone: (253) 333-3641

e-mail: dcolem@ga.wa.gov

City of Bellevue:

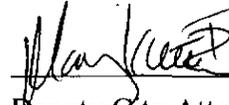


Jan Hawn

Date

Finance Department Director

Approved as to form:



Deputy City Attorney

CR# 43934 Date: 02-18-09 Loc: 09-134 PO #: 910077-000



City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Surplus Property Agreement	Department: Finance - 579
Contract Description:	Contract Manager: Angela Carlson
	Contract Type: Other <u>ILA</u>
Total Contract Value:	Contract Form:
This Amendment Value: N/A	Vendor contract document
	Budget Expenditure: <u>Revenue</u>

Vendor Information:

Is this a new vendor? No	Tax ID #:
Vendor Name: WA ST General Administration	COB License #:
JDE Vendor Number: 35101	UBI #: <u>342007708</u>
Is this vendor an independent contractor? Yes	Contractor's License #:

Contract Terms:

Original Effective Date: 01/01/2009 ✓ **End Date:** 12/31/2009 ✓ **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No

Route:

		In	Out
Contracting Services:	<u>W. Brown</u>		<u>1-27-09</u>
Information Technology:	<u>Not Required</u>		
Legal:	<u>[Signature]</u>	<u>1-27-09</u>	<u>2-4-09</u>
Insurance Reviewed By:	<u>Joanne Nicolai</u>	<u>2/5/09</u>	<u>2-5-09</u>
Department Director:	<u>See attached</u>		
Contracting Services:	<u>W. Brown</u>	<u>2-17</u>	<u>2-17</u>
Return To:	<u>Angela Carlson</u>		
City Clerk's Office:	<u>Chaugen</u>	<u>02-18-09</u>	<u>02-18-09</u>

State document - COB signs 1st
 Contract needs to be signed - by vendor before
 before it is registered w/ the Clerk's ofc.
 Thanks

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments:

CONTRACT REVIEW CRITERIA

Contract Title: Surplus Property Agreement

Vendor Name: WA ST General Administration

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? *revenue contract*
- d) Is the JDE vendor name and number accurate?
- NA* e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- NA* g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA* h) Has the Selection Method been explained in Additional Comments? Are results attached? *revenue contract*
- Legal* i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? *agmt*
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status *yes* primary and non-contributory?
- NA* w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue? *MUNI-SUB*
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List?
- NA* aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *No*
- Does the Hold Harmless clause include language referencing Title 51 releases? *No*

No insurance - State agency