



Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

PO-910285

Purchase Order #: **PO-910285** Amendment #: _____

Contact: **Jeniffer Scales** Department: **Public Works**

Phone #: **503-588-5594** Date Sent: **Tuesday, July 19, 2022**

Title: **Purchase order for school zone flashers, poles and bases.**

Contractor's Name: **Traffic Safety Supply**

Term - Date From: **Execution** Expires: **June 30, 2023**

Contract Total: **\$118,337** Amendment: \$ _____ - New Total: \$ **118,336.56**

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **Cooperative Procurement** Cooperative # **Washington St #04616**

Description of Services or Grant Award

Purchase order for the school zone flasher system, poles and bases.

Desired BOC Session Date: **8/10/2022** BOC Planning Date: **7/28/2022**

Files submitted in CMS: **7/20/2022** Printed packet & copies due in Finance: **7/26/2022**

BOC Session Presenter(s) **Carl Lund / Don Alexander**

FOR FINANCE USE

Date Finance Received: **7/20/2022** Date Legal Received: _____

Comments: **Y**

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 3, 2022

Department: Public Works

Agenda Planning Date: July 28, 2022

Time required: 5 Min.

☐ Audio/Visual aids

Contact: Carl Lund / Don Alexander

Phone: 503-566-3984 / 503-365-3169

Department Head Signature:

TITLE

Consider approval of Purchase Order #910285 with Traffic Safety Supply for purchase of 7 pairs of school zone flashers, aluminum poles and bases to replace outdated school zone flashers that have unreliable electronic components are no longer supported.

Issue, Description & Background

This request provides for the purchase of seven TAPCO school zone flasher systems from Traffic Safety Supply Company, through the State of Washington cooperative agreement.

Over the past three years, Public Works has been replacing outdated school zone flasher systems that have become unreliable due to the age of the electronic components and 3G connectivity is no longer supported. Public Works manages and maintains 24 School Zone Flashers systems across the county. This purchase will facilitate replacement of the last seven school zones with new TAPCO Blinklink web-based controlled systems.

Financial Impacts:

The total PO amount is \$118,336.56. Pricing per Washington State Price Agreement #04616.

Impacts to Department & External Agencies

The traveling public, parents and students of the schools impacted will benefit from increased driver awareness and pedestrian safety.

Options for Consideration:

1. Approve PO #910285 for purchase of the required equipment from Traffic Safety Supply.
2. Deny approval and direct department to procure the equipment using an alternative method.

Recommendation:

Public Works recommends the Board of Commissioners approve the PO with Traffic Safety Supply for the purchase of school zone flasher equipment through State of Washington cooperative agreement #04616.

List of attachments:

Contract Review Sheet
Purchase Order Request
Purchase Order #910285
State of Washington Price Agreement #04616

Presenter:

Carl Lund / Don Alexander / Jeniffer Scales

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Carl Lund, Lani Radtke and Don Alexander. Jeniffer Scales - jscales@co.marion.or.us



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

TRAFFIC SAFETY SUPPLY
2324 SE UMATILLA STREET
PORTLAND OR 97202

Purchase Order

Purchase Order No	Revision	Page
910285		1

Ship To:

MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

Bill To:

MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

Customer Acct No	Supplier No 509798	Order Date / Buyer 19-JUL-22 J SCALES	Revised Date / Buyer J SCALES
Payment Terms IMMEDIATE	Ship Via BEST METHOD	F.O.B DESTINATION	
Freight Terms PREPAID	Request Or Deliver To ERIC STEWART	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	TAPCO SCHOOL ZONE FLASHER SYSTEM. PER QUOTE#SQN00041187 THIS PURCHASE IS PLACED AGAINST STATE OF WASHINGTON SOLICITATION # AND/OR PRICE AGREEMENT #04616		1			\$118,336.56
Total						\$118,336.56

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____

**MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing**

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

PURCHASE ORDER #910285
TRAFFIC SAFETY SUPPLY
MARION COUNTY SIGNATURE PAGE

BOARD OF COMMISSIONERS:

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:		
	Department Director or designee	Date

Authorized Signature:		
	Chief Administrative Officer	Date

Reviewed by Signature:		
	Marion County Legal Counsel	Date

Reviewed by Signature:		
	Marion County Contracts & Procurement	Date

PURCHASE ORDER REQUEST

For additional forms and guidelines see: http://intra.co.marion.or.us/Dept/FIN/ContractMgt_Purchasing.htm

Complete the following section if quotes are required. Guidelines are listed on the "Solicitation Limits." Please attach documentation as required.

Traffic Safety Supply		
Supplier #1:	Supplier #2:	Supplier #3:
2324 SE Umatilla Stree		
Address:	Address:	Address:
Portland, OR 97202		
Address:	Address:	Address:
Ben Speidel		
Co. Rep.:	Co. Rep.:	Co. Rep.:
503-235-8531		
Phone #:	Phone #:	Phone #:
503-235-5112		
Fax:	Fax:	Fax:
bspeidel@tssco.com		
Email:	Email:	Email:
Low quote chosen ?:	No (see explanation)	Yes
Explanation of why low quote not used: Using Washington State Price Agreement #04616		

ORDER DESCRIPTION

Be sure to check for CIP and quote requirements - see back for definitions

Circle supplier that is chosen:

Item Description	# of Units	Supplier #1		Supplier #2		Supplier #3	
		Cost per Unit	Total Unit Cost	Cost per Unit	Total Unit Cost	Cost per Unit	Total Unit Cost
DP03720 TAPCO Custom Part, Controller, 12V, Sun saver, 120658 Hollow, 12V Relay, Modem, Modem Alert	14	x \$2,870.28 = \$	40,183.92	= \$	-	= \$	-
DP03828 Beacon, Single Head 12" Amber, Vertical Mount Black Houseing, Black Arms	28	x \$ 677.94 = \$	18,982.32	= \$	-	= \$	-
DP03736 Large Cabinet Bracket Set Fits Round Poles 2-3/8 & up, Std HDW, Snap Locks for 120652	14	x \$ 68.77 = \$	962.78	= \$	-	= \$	-
DP00904 85W/12V Solar Panel Package, Top of Pole Mount, 4.5 dia	14	x \$1,170.60 = \$	16,388.40	= \$	-	= \$	-
DP06004 Battery, 35 AHR 12V AGM Lead Acid	42	x \$ 235.00 = \$	9,870.00	= \$	-	= \$	-
DP03720 TAPCO Custom Part, Rear Amber LED Indicator Electrical Junction Box, 12VDC Input	14	\$ 221.47	\$ 3,100.58	\$	-	\$	-
DP04559 Time Clock Upgrade	14	\$ 652.93	\$ 9,141.02	\$	-	\$	-
DP00931 BlinkLink Web Activation Service, Annual Non-Alert Systems REQ per Each Modem	14	\$ 338.51	\$ 4,739.14	\$	-	\$	-
KIT-PP-45-AL-16-18 Aluminum Post Package 16"x4.5"OD W/18"J-Bolts (See second Page)	14	x \$1,005.00 = \$	14,070.00				
DES Fee - Washington State Price Agreement Fees	1	x \$ 898.40 = \$	898.40	= \$	-	= \$	-
Shipping		\$	-	\$	-	\$	-
TOTAL COST		\$ 118,336.56		\$ -		\$ -	

(Attach additional form if more lines are needed)

STATE PRICE AGREEMENT

Using State Price Agreement for cost? ☐ No ☒ Yes

If yes, State Price Agreement number: Washington State Contract #04616

FUNDING

Service	Account	Project	Task	Amount
4408	533180	103629	800,001	CE22-????
TOTAL				\$ 118,336.56

NOTIFICATION

Requester notified of approved PO # by (Circle/Border)

None ☐ E-mail ☐ Phone ☐ Fax ☐

Requester needs printed copy of PO?

No ☐ Yes ☐

Supplier notified of approved PO with copy of PO by:

None ☐ E-mail ☐ Phone ☐ Fax ☐

AUTHORIZATION

Requested by:	Don Alexander	7/6/2022
Signature		Date
CIP Verified:		
Signature		Date
Authorized by:	Lani Radtke	7/6/2022
Signature		Date

Jeniffer Scales

From: Lani Radtke
Sent: Wednesday, July 13, 2022 3:00 PM
To: Jeniffer Scales; Tim Beaver
Cc: Jill Ogden; Kay Alejandre; Don Alexander; Carl Lund
Subject: RE: FY22/23 School Zone Flasher Purchase

Hi there,

I approve this purchase. Thanks for processing with the PO. Don will work on the board agenda request to be submitted next week for the 8/3 board session.

Thanks and have a great day,
Lani

Lani Radtke, PE
Marion County Public Works
(503) 949-5489 (mobile)

From: Don Alexander <DALEXANDER@co.marion.or.us>
Sent: Tuesday, July 12, 2022 1:40 PM
To: Lani Radtke <LRadtke@co.marion.or.us>; Carl Lund <CLund@co.marion.or.us>
Cc: Jill Ogden <JOgden@co.marion.or.us>; Kay Alejandre <KAlejandre@co.marion.or.us>; Tim Beaver <TBeaver@co.marion.or.us>; Jeniffer Scales <JScales@co.marion.or.us>; Don Alexander <DALEXANDER@co.marion.or.us>
Subject: FW: FY22/23 School Zone Flasher Purchase

Lani and Carl,

Attached for your review and approval is the Quote from Traffic Safety Supply, PO Request Forms (2 files) and the BOC Agenda Review Form. Per the email from Jill, also attached is the CE Request for the school zone flashers.

Copies of the Washington State Price agreement are located at:
[Washington State Price Agreement](#)

Please reply all if you agree and approve this purchase. I would like to get this in for BOC Session on August 3rd, 2022.

Thank You,

Don

From: Jill Ogden <JOgden@co.marion.or.us>
Sent: Tuesday, July 12, 2022 1:22 PM
To: Don Alexander <DALEXANDER@co.marion.or.us>
Cc: Lani Radtke <LRadtke@co.marion.or.us>; Carl Lund <CLund@co.marion.or.us>; Jill Ogden <JOgden@co.marion.or.us>
Subject: RE: FY22/23 School Zone Flasher Purchase

Hi Don,

Sorry for the delay. It all looks good to me. We haven't received the CE#s yet, so you have it filled out properly. Jen can get the number from Kay. If you'd like, you can include this copy of our CE request with it so she gets the right number.
Jill

From: Don Alexander <DALEXANDER@co.marion.or.us>
Sent: Monday, July 11, 2022 1:12 PM
To: Jill Ogden <JOgden@co.marion.or.us>
Cc: Lani Radtke <LRadtke@co.marion.or.us>; Carl Lund <CLund@co.marion.or.us>
Subject: RE: FY22/23 School Zone Flasher Purchase

Hi Jill,

Attached is the revised Quote, Purchase Order Request Forms (2) and DRAFT BOC Agenda Review Form, for the purchase of 7 pairs of school zone flashers. Can you please review and insert the appropriate budget and CIP numbers.

I am not sure if we get a PO prior to the Board approval or if we get the PO after BOC approval?? Lani do you recall from the last purchase?

Please let me know if you need anything else to move this forward.

Thank you,

Don

From: Don Alexander <DALEXANDER@co.marion.or.us>
Sent: Wednesday, July 6, 2022 12:50 PM
To: Jill Ogden <JOgden@co.marion.or.us>
Cc: Lani Radtke <LRadtke@co.marion.or.us>; Carl Lund <CLund@co.marion.or.us>; Don Alexander <DALEXANDER@co.marion.or.us>
Subject: RE: FY22/23 School Zone Flasher Purchase

Hi Jill – I just received quotes for the Pelco Pole packages. Looks like TSS is lower this time. I can add this into the PO Request Form for the school flashers.

Thanks

Don

From: Don Alexander
Sent: Wednesday, July 6, 2022 11:41 AM
To: Jill Ogden <jogden@co.marion.or.us>
Cc: Lani Radtke <LRadtke@co.marion.or.us>; Carl Lund <CLund@co.marion.or.us>
Subject: FY22/23 School Zone Flasher Purchase

Hi Jill,

I received the quote from Traffic Safety Supply for purchase of 7 pairs of School Zone Flashers (Attached). This purchase will facilitate the replacement of the remaining OLD JSF school zone flashers. Also attached is the PO Request Form. If you could please review and provide the FY22/23 CIP Forms and Budget Information that would be GREAT!!! Since the purchase is over 100K, I will prepare a BOC Agenda Review Form.

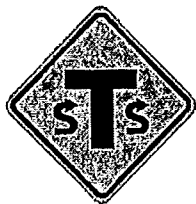
NOTE: I have requested quotes from TSS and Western systems for 14 PELCO Aluminum Poles and Bases but have not received the quotes. Western Systems has historically provided these for a lower price.

Thank You,

Don



Don Alexander | Civil Engineer Associate II
Traffic Engineering, Marion County Public Works
✉ dalexander@co.marion.or.us
☎ (503) 365-3169 (office)



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Ben Speidel

SALES QUOTE

Quote Number	Date	Customer Number
SQN00041187	06-28-22	C002295
Quote valid for 30 days		

Bill To:

Marion County
5155 Silverton Rd NE
Del Hours: M-F 7-3:30
Salem, OR 97303

Ship To:

Marion County - PW
5155 Silverton Rd NE
Del Hours: M-F 7-3:30
Salem, OR 97303

Contact Name: Don Alexander
Phone Number: (503) 365-3169

Project: SCHOOL ZONE BEACONS

Freight Terms: Prepaid

WA STATE CONTRACT #04616

**THIS IS A DELIVERED PRICE

Product	Description	Quantity	Price	Extended Price
DP03720	TAPCO CUSTOM PART CONTROLLER, 12V, SUNSAVER, 120652, HOLLOW, 12V RELAY, MODEM, MODEM LIGHTS OUT ALERT,	14.00 EA	\$2,870.28	\$40,183.92
DP03828	BEACON, SINGLE HEAD, 12", AMBER, VERTICAL MOUNT, BLACK HOUSING, BLACK ARMS	28.00 EA	\$677.94	\$18,982.32
DP03736	LARGE CABINET BRACKET SET, FITS ROUND POLES 2-3/8 & UP, STD HDW, SNAP LOCKS FOR 120652	14.00 EA	\$68.77	\$962.78
DP00904	85W/12V SOLAR PANEL PACKAGE, TOP OF POLE MOUNT, 4.5 DIA	14.00 EA	\$1,170.60	\$16,388.40



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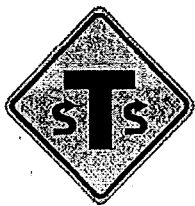
SALES QUOTE

Quote Number	Date	Customer Number
SQN00041187	06-28-22	C002295
Quote valid for 30 days		

WA STATE CONTRACT #04616

**THIS IS A DELIVERED PRICE

Product	Description	Quantity	Price	Extended Price
DP06004	BATTERY, 35 AHR, 12V AGM LEAD ACID	42.00 EA	\$235.00	\$9,870.00
DP03720	TAPCO CUSTOM PART REAR AMBER LED INDICATOR ELECTRICAL JUNCTION BOX, 12VDC INPUT	14.00 EA	\$221.47	\$3,100.58
DP04559	TIME CLOCK UPGRADE	14.00 EA	\$652.93	\$9,141.02
DP00931	BLINKLINK WEB ACTIVATION SERVICE, ANNUAL, NON-ALERT SYSTEMS, REQ. PER EACH MODEM	14.00 EA	\$338.51	\$4,739.14
KIT-PP-45-AL-16-18	ALUMINUM POST PACKAGE, 16' X 4.5" OD, W/ 18" J-BOLTS	14.00 EA	\$995.00	\$13,930.00
DP00761	POST, ALUM ROUND PIPE, THREADED; 4.5" SCH 40, 16FT	14.00 EA	\$0.00	\$0.00
DP00747	POST, PEDESTAL BASE	14.00 EA	\$0.00	\$0.00
DP00749	HDW, GALVANIZED J-BOLT 3/4" X 18" X 4" X 6"	56.00 EA	\$0.00	\$0.00



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CSR: Ben Speidel

SALES QUOTE

Quote Number	Date	Customer Number
SQN00041187	06-28-22	C002295
Quote valid for 30 days		

WA STATE CONTRACT #04616

**THIS IS A DELIVERED PRICE

Product	Description	Quantity	Price	Extended Price
DP00751	HDW, GALVANIZED HEX NUT, 3/4"	112.00 EA	\$0.00	\$0.00
DP00752	HDW, GALVANIZED PLATE WASHER, 3/4" X 3"OD X 1/4"	112.00 EA	\$0.00	\$0.00
BL03104	TEMPLATE FOR J-BOLT, ALUMINUM	14.00 EA	\$0.00	\$0.00
DP00748	POST, LOCKING COLLAR FOR PEDESTAL BASE	14.00 EA	\$0.00	\$0.00
DP06821	GROUNDING LUG W/ MOUNTING HARDWARE	14.00 EA	\$10.00	\$140.00

Total Before Tax	\$117,438.16
DES Fee	\$898.40
Tax	\$0.00
Order Total	\$118,336.56



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2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Ben Speidel

SALES QUOTE

Quote Number	Date	Customer Number
SQN00041187	06-28-22	C002295
Quote valid for 30 days		

1. PRICING REFLECTS DISCOUNT ALLOWED ON WA STATE CONTRACT #04616 FOR INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT 2. THIS IS A DELIVERED PRICE TO SALEM, OR.
2. FURNISH ONLY, INSTALLATION NOT INCLUDED
3. SOLAR POWERED EQUIPMENT REQUIRES NO SHADING OR OBSTRUCTIONS.
4. EQUIPMENT HAS NOT BEEN U.I. TESTED. CUSTOMER SHALL ACCEPT RESPONSIBILITY OF CERTIFYING EQUIPMENT SHOULD IT BE REQUIRED
5. LEAD TIME IS 6-8 WEEKS ARO
6. LEAD TIME MAY BE SUBJECT TO CHANGE ARO



Traffic Safety Supply
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Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Ben Speidel

SALES QUOTE

Quote Number	Date	Customer Number
SQN00041187	06-28-22	C002295
Quote valid for 30 days		

Terms and Conditions

By confirming this Order Acknowledgment, Customer agrees to the following:

1. Customer confirms the above order and prices. Custom orders, which are customized products made specifically for the Customer, are non-returnable and cannot be cancelled once placed. Non-custom orders for stock product may be canceled not less than 2 days of scheduled shipment date, but are subject to a 20% restocking fee. Non-custom orders for non-stock product, provided Seller's vendor accepts the cancellation or return, may be canceled or returned not less than 10 days of scheduled shipment date, but is subject to payment of Seller's vendor's restocking fee.
2. Terms of sale are Net 30 days from invoice date unless otherwise stated on the invoice. Customer agrees to pay all invoices timely and to pay interest on past due balances at the rate of 18% per annum unless such interest rate is not allowed by law and in that event at the highest rate allowed by law.
3. Customer agrees to pay on demand all of Seller's costs and expenses, including without limitation reasonable attorneys' fees, legal expenses and/or collection agency fees, charges and expenses, incurred by Seller in connection with collection of any amounts owed to Seller whether or not a lawsuit is filed, in any bankruptcy proceedings or in any appeal. Customer also agrees to pay all attorneys' fees, costs, expenses and collection agency fees, costs and expenses incurred by Seller in any judgment enforcement proceedings or actions.
4. Customer agrees that venue and jurisdiction for any suit or legal action may be had in Multnomah County, Oregon.
5. Customer agrees that claims for shortages and/or non-conforming goods for any reason must be made in writing within 72 hours of delivery of the goods. Failure to timely notify Seller shall constitute a waiver of the shortage or non-conformity. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
6. Customer agrees that if a carrier or transportation company delivers the goods, Customer will inspect the goods and packaging upon receipt and notify Seller and carrier or transportation company immediately and in writing of any packaging damage or damage to the goods. Failure of Customer to so notify Seller and carrier or transportation company as required herein shall constitute Customer's unqualified acceptance of such goods and packaging in the condition in which they were delivered by carrier or transportation company.
7. Seller warrants that the good sold are free of defects. Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(ies) of the manufacturer. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) CONCERNING OR RELATING TO THE GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Customer agrees that Seller's liability to Customer under this Order Acknowledgment, any warranty obligation, or the manufacture, delivery, installation, repair, or use of any good sold by Seller shall not exceed the price paid for such good. Customer agrees that Seller shall not be liable for any incidental, special, or consequential damages.
9. Customer agrees that purchase orders and other documents issued by Applicant or any agent thereof that include terms and conditions different from, or in addition to, the terms and conditions of this Order Acknowledgment will not be enforceable and will not amend this Order Acknowledgment or constitute an agreement between Customer and Seller. This Order Acknowledgment and the Credit Application/Sales Agreement (if executed) constitute the complete and integrated agreement between Customer and Seller and cannot be amended unless in writing and signed by Seller and Customer.
10. Any person confirming this Order Acknowledgment on behalf of Customer represents and warrants to Seller that he or she has authority to bind Customer to the terms and conditions of this Order Acknowledgment.

Customer (as defined above) hereby confirms and agrees to the terms and conditions herein:

Name of person signing for Customer: _____

Print Name: _____

Date: _____



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Ben Speidel

SALES QUOTE

Quote Number	Date	Customer Number
SQN00041187	06-28-22	C002295
Quote valid for 30 days		



Contract Summary

Illumination, Traffic Signal & Intelligent Transportation Systems Equipment

Contract #: 04616

Replaces: 03709 , 02612

Products Available: Illumination, Traffic Signal and Intelligent Transportation Systems Equipment

Description: The Washington State Department of Enterprise Services (DES) has established a Master Contract for the purchase of Illumination, Traffic Signal and Intelligent Transportation Systems Equipment and Support Services. Eligible purchasers are able to procure products, services, and installation commissioning of systems and sub systems by the awarded vendors.

Contact Info: Ashly McBunch 360-407-2889 or ashly.mcbunch@des.wa.gov

The following awarded vendors are currently available to purchasers:

ADDCO	M.H. Corbin
Advanced Traffic Products, Inc.	Miovision Technologies, Inc.
Cascade Signal Corp.	Peek Traffic
COHUHD	Roadsys, LLC.
Communications Supply Corp.	SES America
Consolidated Electrical Distributors	Tessco, Inc
Coral Sales Company	Traffic Parts, Inc.
DAKTRONICS, Inc.	Traffic Safety Supply Co.
DIGIWEST, Inc.	Econolite Control Products
Trichord Inc.	URS Electronics
High Leah Electronics, Inc.	VAISALA, Inc.
Inseego North America, LLC.	VSP Marketing DBS Trafficwrapz
Intermountain Traffic, LLC.	Western Pacific Signal, LLC.
International Road Dynamics Corp.	Western Systems Inc.
KAR-GOR, Inc.	Zumar Industries
McCain	

How to use this Contract:

Customers for Contract 04616, Illumination, Traffic Signal & Intelligent Transportations Systems Equipment, may order directly from the awarded vendor, of the category of supplies or services needed.

Vendor contact information and awarded categories are available by viewing the **Products and Pricing** spreadsheet.

Found a Broken Link? E-mail DES so we can fix it ASAP.

Current Term Start Date: 12-23-2016
Current Term Ends On: 01-31-2021

Award Date: 12-23-2016
Final Term Ends On: 01-31-2025

Est. Annual Worth: \$0
Commodity Code(s): 550-80, 550-81, 550-82, 550-88, 550-89, 550-90, 550-91, 550-92

Diversity: 0% WBE 0% MBE

of Bids Received:

Contact Info: Ashly McBunch ☎ (360) 407-2889
✉ ashly.mcbunch@des.wa.gov

Secondary Contact Michellee Jemmott ☎ (360) 407-9300
Info: ✉ michellee.jemmott@des.wa.gov

Who Can Use This Contract?

- [Organizations with Master Contract Usage Agreements](#)
- [MCUA Customer Communication Profile](#)
- [Oregon Coop Members](#)

- Pricing & Ordering
- Specifications
- Contract & Amendments
- Original Solicitation Documents
- Award Memo

This Contract has no Resource Documents

Showing 1 to 31 of 31 Vendors

Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business
URS ELECTRONICS	W1006				
INTERNATIONAL ROAD DYNAMICS CORP	w11014				
KAR-GOR, INC.	w1591				
INSEEGO NORTH AMERICA, LLC (FORMERLY FEENEY WIRELESS, LLC)	w17051				
SES AMERICA	w20830				
ZUMAR INDUSTRIES	w21419				



Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business
CORAL SALES COMPANY	W232		W		
WESTERN SYSTEMS INC.	w2462				
TRICHORD INCORPORATED	w25309				
WESTERN PACIFIC SIGNAL LLC	W25368				
CONSOLIDATED ELECTRICAL DISTRIBUTORS	w3028				
ADDCO	W33077				
TRAFFIC PARTS, INC.	w336				
TRAFFIC SAFETY SUPPLY CO.	W3461				
VAISALA, INC.	w35085				
HIGH LEAH ELECTRONICS, INC.	W382				
MCCAIN	W4007				
DAKTRONICS, INC.	W4051				
PEEK TRAFFIC CORPORATION	W40989				
MIOVISION TECHNOLOGIES INC.	w43082				
M.H. CORBIN, INC.	w43769				
DIGIWEST, INC.	W46770				
INTERMOUNTAIN TRAFFIC , LLC.	W48470				
ADVANCED TRAFFIC PRODUCTS INC.	W4933				
COMMUNICATIONS SUPPLY CORPORATION	w5560				
ROADSYS, LLC	w59922				
TESSCO INCORPORATED	w602				
COHUHD	W61289				
VSP MARKETING DBS TRAFFICWRAPZ	w61711				

Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business
ECONOLITE CONTROL PRODUCTS	w6306				
CASCADE SIGNAL CORPORATION	W6423				

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned |
V = Certified Veteran Owned | S = Self Certified Small



= Veteran Owned



= Small Business

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

📞 (360) 407-2210



contractingandpurchasing@des.wa.gov

👁️ [Find a Contracts Specialist](#)



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INTERSTATE COOPERATIVE AGREEMENT
FOR
JOINT PARTICIPATION IN EACH STATE'S PURCHASING PROGRAM

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE SERVICES
ENTERPRISE GOODS AND SERVICES DIVISION

WA/OR INTERSTATE COOPERATIVE AGREEMENT NO: DASPS-56815-14

INTERSTATE COOPERATIVE AGREEMENT
FOR
JOINT PARTICIPATION IN EACH STATE'S PURCHASING PROGRAM

This Interstate Cooperative Agreement (Agreement) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (DES) and the State of Oregon acting by and through the Department of Administrative Services, an Oregon State governmental agency (DAS) and is dated as of January 1, 2015.

RECITALS

- A. DES, pursuant to Chapter 39.34 RCW and other provisions of Washington law, has established a process to authorize MCUA Members to make use of "master contracts" entered into by DES.
- B. DAS, pursuant to ORS 190.110, 190.210, 190.240 and other provisions of Oregon law, has established a process to authorize ORCPP Members to make use of certain "statewide price agreements" entered into by DAS.
- C. This Agreement is intended to provide Washington's MCUA Members and Oregon's ORCPP Members, respectively, with access to the other state's contracts for goods and/or services.
- D. By entering into this Agreement, Oregon and Washington seek to improve service to, and cost efficiencies for, MCUA Members and ORCPP Members in carrying out their purchasing functions.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. DEFINITIONS.

- 1.1. Agreement. This executed Interstate Cooperative Agreement between the State of Washington and the State of Oregon, as amended.
- 1.2. DAS. The Oregon Department of Administrative Services.
- 1.3. DES. The Washington Department of Enterprise Services.
- 1.4. Joint Participation Contract. A contract included on either the DES or the DAS list of contracts available for use by Members. Such contracts are posted on each state's respective Internet websites.
- 1.5. MCUA. Master Contract Use Agreement.
- 1.6. MCUA Members. MCUA Members include: political subdivisions (i.e. cities, counties, school districts, port or special purpose districts, etc.) and public benefit nonprofit corporations as defined in RCW 39.34.055, who have entered into a MCUA with DES. For purposes of this Agreement, however, MCUA Members does not include Washington state agencies.

- 1.7. Members. MCUA Members and ORCPP Members collectively ORCPP. Oregon Cooperative Procurement Program, an intergovernmental purchasing cooperative.
 - 1.8. ORCPP Members. ORCPP Members include, but are not limited to: cities, counties, school districts, special districts, qualified rehabilitation facilities, residential programs in contract with the Oregon Department of Human Services, quasi-state agencies, and independent state agencies with their own procurement authority; public bodies created as governmental entities but not considered a unit of local or municipal government; Oregon constitutional offices, some Public Benefit Nonprofit Corporations, United States governmental agencies, and American Indian tribes or agencies. For purposes of this Agreement, ORCPP Members do not include Oregon state agencies subject to DAS procurement authority.
2. **JOINT PARTICIPATION IN PURCHASING PROGRAMS.**
- 2.1. Joint Participation by Washington. DES, pursuant to RCW 39.26.060 and RCW 39.34.030 - 39.34.055, will offer certain contracts for use by Members, if the contractor has agreed to such cooperative use as required in the applicable contract.
 - 2.2. Joint Participation by Oregon. DAS, pursuant to ORS 190.410 - 190.430, will offer certain contracts for use by Members, if the contractor has agreed to such cooperative use as required in the applicable contract.
 - 2.3. List of Joint Participation Contracts. DES and DAS each will maintain a list of contracts available for use by Members and will list them on their respective Internet websites. Updates to the Internet listing will be done on a no-cost basis to the other state.
 - 2.4. Use of Joint Participation Contracts. Any Member who wishes to use a Joint Participation Contract must accept the terms and conditions of such contract, without modification. Joint Participation Contracts may include a requirement to use a specific ordering instrument as described in the applicable contract.
 - 2.5. Modification of Joint Participation Contracts. Only DES and DAS have the authority to change, modify, or amend their state's Joint Participation Contracts.
 - 2.6. Authority to Use Joint Participation Contracts. Members are responsible for determining their legal authority to use the contracts and execute ordering instruments as a Member.
 - 2.7. List of Members. Members pay an annual subscription fee or provide other consideration to participate in their respective state's purchasing cooperative. A listing of ORCPP members is maintained by DAS, and a listing of MCUA members is maintained by DES, for reference by the contractors. Contractors are responsible to ensure that those who endeavor to utilize the Joint Participation Contracts are eligible Members.
3. **TERM & TERMINATION.**
- 3.1. Term. This Agreement is effective on the date it has been signed by DES and DAS and shall continue in effect until terminated by either DES or DAS.
 - 3.2. Termination. This Agreement may be terminated, at their convenience, by either DES or DAS by delivering written notice of termination to the other state's Chief Procurement Officer or their designee at least forty-five (45) days prior to the proposed termination date specified in the written notice.

- 3.3. Contractor Notice of Termination. In the event of termination of this Agreement, DES and DAS shall provide written notice to each of their respective contractors who are participating in this cooperative procurement program. Notices to these contractors must include: the termination of contractor's authority to extend the contract to the other state's Members, the effective date of termination of this Agreement, and a statement that the contract may need to be amended or will be amended to address changes associated with the termination of this Agreement.

4. RIGHTS & RESPONSIBILITIES.

- 4.1. Costs. Each state is responsible for its own costs incurred in executing, maintaining, and terminating this Agreement.

- 4.2. Contract Solicitation. DES and DAS shall use their best efforts to communicate and share their respective solicitation documents and calendars. Prior to solicitation advertisements, DES and DAS will use best efforts to provide notice to the other party of an opportunity to discuss specific contracts being considered for expansion to the other state's Members. The contact person for DES is its Manager – Master Contracts & Consulting, and for DAS is its Procurement Services Manager, or each of their designees.

- 4.3. Responsibilities. DES and DAS will:

- 4.3.1. Respond to Member questions regarding their respective contracts.
- 4.3.2. Provide training and materials regarding their respective contracts to eligible Members.
- 4.3.3. Assist in resolving disputes between contractors and Members for their respective contracts.
- 4.3.4. Determine appropriate actions, remedies, and other contract administration actions for their respective contracts.
- 4.3.5. Educate their respective contractors regarding how Members membership should be confirmed, who Members are, and the appropriate protocol for approaching Members.
- 4.3.6. Participate in a semi-annual meetings (which may be held by conference call) to provide updates and discuss participation by Members. Meeting scheduling, conference line and facility reservation responsibilities will alternate between the states.

- 4.4. Notices. Any notices required or desired shall be in writing and may be delivered by one of the following methods: personally, by messenger, by facsimile or sent by U.S.P.S certified mail, return receipt requested and shall be sent to the respective addressee at the respective address set forth below or to such other address as the parties may specify in writing.

DES
Attn: Chief Procurement Officer
State of Washington
Department of Enterprise Services
Master Contracts & Consulting
1500 Jefferson St SE, Floor 6
PO Box 41411
Olympia, WA 98504-1411
Fax: 360-586-2426

DAS
Attn: State Procurement Services
Manager
State of Oregon
Department of Administrative Services
Enterprise Goods and Services Division,
Procurement Services
1255 Ferry Street Southeast
Salem, OR 97310
Fax: 503-373-1626

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if sent via facsimile, upon confirmed facsimile transmission to the designated fax number of said addressee. DAS or DES may change its authorized representative, address or facsimile number by written notice to the other in accordance with this section 4.4.

- 4.5. Sovereign Immunity. The states of Oregon and Washington each are independent, sovereign entities. Nothing in this Agreement shall be construed as a waiver of either state's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to proceedings or jurisdiction based thereon.

5. **GENERAL PROVISIONS.**

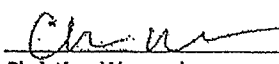
- 5.1. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.
- 5.2. Integrated Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 5.3. Amendment or Modification. This Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 5.4. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5.5. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 5.6. Binding Effect; Successors & Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt

to amend such provision as nearly as possible to be consistent with the intent of this Agreement.

- 5.8. Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Agreement, nor shall any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.
- 5.9. Fair Construction & Interpretation. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Agreement. Each party hereto and its counsel has reviewed and revised this Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Agreement. Each term and provision of this Agreement to be performed by either party shall be construed to be both a covenant and a condition.
- 5.10. Further Assurances. In addition to the actions specifically mentioned in this Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.
- 5.11. Exhibits. All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.
- 5.12. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- 5.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

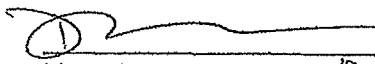
EXECUTED as of the date and year first above written.

State of Washington
Department of Enterprise Services

By: 
Christine Warnock
Its: Chief Procurement Officer

Date: 12/29/14

State of Oregon
Department of Administrative Services

By: 
Dianne Lancaster
Its: Chief Procurement Officer / *Debbie Dennis*
State Procurement Mgr.

Date: 12/29/14

INTERSTATE COOPERATIVE AGREEMENT DASPS-56815-14
AMENDMENT 1

This is Amendment No. 1 (Amendment) to Interstate Cooperative Agreement No. DASPS-56815-14, dated December 29, 2014, as amended from time to time (Agreement) between the State of Oregon acting by and through the Department of Administrative Services (DAS) and the State of Washington acting by and through the Department of Enterprise Services (DES). This Amendment is effective upon signature by all the parties and approvals as required by law ("Amendment Effective Date").

I. Purpose. The purpose of this Amendment is to correct a scrivener's error in Section 1 Definitions.

II. The Agreement is hereby amended as follows (new language is indicated in bold and underlined and deleted language is indicated by strikethroughs and brackets):

"1. DEFINITIONS.

1.1 Agreement. This executed Interstate Cooperative Agreement between the State of Washington and the State of Oregon, as amended.

1.2 DAS. The Oregon Department of Administrative Services.

1.3 DES. The Washington Department of Enterprise Services.

1.4 Joint Participation Contract. A contract included on either the DES or the DAS list of contracts available for use by Members. Such contracts are posted on each state's respective Internet websites.

1.5 MCUA. Master Contract Use Agreement.

1.6 MCUA Members. MCUA Members include: political subdivisions (i.e. cities, counties, school districts, port or special purpose districts, etc.) and public benefit nonprofit corporations as defined in RCW 39.34.055, who have entered into a MCUA with DES. For purposes of this Agreement, however, MCUA Members does not include Washington state agencies.

1.7 Members. MCUA Members and ORCPP Members collectively.

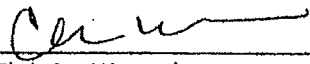
1.8 ORCPP. Oregon Cooperative Procurement Program, an intergovernmental purchasing cooperative.

~~[1.8]~~ **1.9 ORCPP Members**. ORCPP Members include, but are not limited to: cities, counties, school districts, special districts, qualified rehabilitation facilities, residential programs in contract with the Oregon Department of Human Services, quasi-state agencies, and independent state agencies with their own procurement authority; public bodies created as governmental entities but not considered a unit of local or municipal government; Oregon constitutional offices, some Public Benefit Nonprofit Corporations, United States governmental agencies, and American Indian tribes or agencies. For purposes of this Agreement, ORCPP Members do not include Oregon state agencies subject to DAS procurement authority.

III. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect.

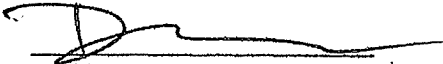
VI. Signatures: Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Amendment, understands it, and agrees to be bound by its terms and conditions. Each person signing this Amendment represents and warrants that he/she has the authority to execute this Amendment.

State of Washington
Department of Enterprise Services

By: 
Christine Warnock
Its: Chief Procurement Officer

Date: 2/3/15

State of Oregon
Department of Administrative Services

By: 
Debbie Dennis
Its: State Procurement Services Manager

Date: 2/5/15