



**STATEWIDE CONTRACT**

**No. 15322**

**LESS-LETHAL MUNITIONS**

**CATEGORIES 1-6: AEROSOLS, IMPACT MUNITIONS, CHEMICAL-IRRITANT MUNITIONS, DISTRACTION DEVICES,  
BREACHING MUNITIONS, AND PNEUMATIC LESS-LETHAL**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**HURRICANE BUTTERFLY LAW ENFORCEMENT, LLC**

Dated December 10, 2022

## STATEWIDE CONTRACT

No. 15322

## LESS-LETHAL MUNITIONS

This Statewide Contract (“Statewide Contract”) 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 (“Enterprise Services”) and Hurricane Butterfly Law Enforcement, LLC a Washington Limited Liability Company (“Contractor”) and is dated and effective as of December 10, 2022.

### RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Statewide contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these Statewide contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Statewide Contract for less lethal munitions that is designed to enable eligible purchasers to procure specified munitions from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Statewide Contract. The Statewide Contract is limited to less lethal munitions by eligible Purchasers to the awarded Contractor.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 15322 dated August 17, 2022.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- E. Enterprise Services has determined that entering into this Statewide Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Statewide Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

### AGREEMENT

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

1. **TERM.** The term of this Statewide Contract is twenty-four (24) months, commencing December 10, 2022 and ending December 9, 2024; *Provided*, however, that if Contractor is not in default and if, by June 1, 2024, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services may extend the term of this Statewide Contract, by written amendment, for up to an additional thirty-six (36) months not to exceed sixty (60) months. Such extension amendment shall be on the same terms and conditions as

set forth in this Statewide Contract. To earn the performance-based Statewide Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Order Detail Report:	Contractor must provide an annual detailed report as required in Section 11.3.
Trouble Tickets and Resolution:	Contractor must maintain a log of service requests and documenting the service request and resolution. Average resolution time for each service request must not exceed five (5) business days. Contractor must provide an annual report to Enterprise Services as required in Section 11.4.
Order Modifications and Substitutions:	Contractor must document and report on an annual basis to Enterprise Services the number of order modifications and/or substitutions required by customer as instructed in Section 11.5.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Statewide Contract. See <i>Exhibit A – Insurance Requirements</i> at § 4.
Statewide Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Statewide Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter’s end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Statewide Contract term, Contractor will not be eligible for a performance-based extension.
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Statewide Contract term, Contractor will not be eligible for a performance-based extension.

**2. ELIGIBLE PURCHASERS.** This Statewide Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
- State universities – i.e., University of Washington & Washington State University;
  - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
  - Evergreen State College;
  - Community colleges; and
  - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Statewide Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
  - Federal governmental agencies or entities;
  - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
  - Federally-recognized Indian Tribes located in the State of Washington.

### 3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Statewide Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit B – Included Goods/Services/Pricing*. Contractor shall not represent to any Purchaser under this Statewide Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit B – Included Goods/Services/Pricing*.
- (a) Goods. For purposes of this Statewide Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Statewide Contract and as identified in the Purchase Order.
  - (b) Services. For purposes of this Statewide Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Statewide Contract and as identified in the Purchase Order.
  - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Statewide Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF STATEWIDE CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Statewide Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Statewide Contract.

3.3. **ECONOMIC ADJUSTMENT.** Beginning twelve (12) months after the effective date of this Statewide Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B – Included Good/Services/Prices* may be adjusted upon Contractor request. Requests for price adjustments must be made in writing and be received sixty (60) days prior to the adjustment date (the annual anniversary of the effective date of the Statewide Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; Provided, however, that such adjustment will not be effective for any time prior to Enterprise Services’ price adjustment. Price adjustments will be made in accordance with the average percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Indices (PPI) below issued for the contract term. The PPI’s listed below will be weighted based on the cost breakdown submitted with the bid.

CATEGORY	PRODUCER PRICE INDEX (PPI)	PERCENTAGE
<b>AEROSOLS</b>	PCU3329-3329 (Other fabricated metal products mfg.),	45%
	PCU326299326299B (All Other Rubber Product Manufacturing: All Other Miscellaneous Rubber Goods)	45%
	PCU484---484--- Truck Transportation (PPI industry sub-sector data for Truck transportation, not seasonally adjusted)	10%
<b>IMPACT MUNITIONS</b>	PCU3329-3329 (Other fabricated metal products mfg.),	25%
	PCU325199325199E (All Other Basic Organic Chemical Manufacturing: Natural Organic Chemicals)	45%
	PCU32592-32592 (Explosives mfg.)	20%
	PCU484---484--- Truck Transportation (PPI industry sub-sector data for Truck transportation, not seasonally adjusted)	10%
<b>CHEMICAL-IRRITANT MUNITIONS</b>	PCU3329-3329 (Other fabricated metal products mfg.),	55%
	PCU325199325199E (All Other Basic Organic Chemical Manufacturing: Natural Organic Chemicals)	5%
	PCU32592-32592 (Explosives mfg.)	20%

	PCU326299326299B (All Other Rubber Product Manufacturing: All Other Miscellaneous Rubber Goods)	10%
	PCU484---484--- Truck Transportation (PPI industry sub-sector data for Truck transportation, not seasonally adjusted)	10%
<b>DISTRACTION DEVICE</b>	PCU3329-3329 (Other fabricated metal products mfg.),	40%
	PCU325199325199E (All Other Basic Organic Chemical Manufacturing: Natural Organic Chemicals)	5%
	PCU32592-32592 (Explosives mfg.)	5%
	PCU326299326299B (All Other Rubber Product Manufacturing: All Other Miscellaneous Rubber Goods)	40%
	PCU484---484--- Truck Transportation (PPI industry sub-sector data for Truck transportation, not seasonally adjusted)	10%
<b>BREACHING MUNITIONS</b>	PCU3329-3329 (Other fabricated metal products mfg.),	57%
	PCU325199325199E (All Other Basic Organic Chemical Manufacturing: Natural Organic Chemicals)	8%
	PCU32592-32592 (Explosives mfg.)	17%
	PCU326299326299B (All Other Rubber Product Manufacturing: All Other Miscellaneous Rubber Goods)	8%
	PCU484---484--- Truck Transportation (PPI industry sub-sector data for Truck transportation, not seasonally adjusted)	10%

<b>PNEUMATIC LESS-LETHAL MUNITIONS</b>	PCU3329-3329 (Other fabricated metal products mfg.),	10%
	PCU325199325199E (All Other Basic Organic Chemical Manufacturing: Natural Organic Chemicals)	70%
	PCU326299326299B (All Other Rubber Product Manufacturing: All Other Miscellaneous Rubber Goods)	10%
	PCU484---484--- Truck Transportation (PPI industry sub-sector data for Truck transportation, not seasonally adjusted)	10%
<b>PNEUMATIC LESS-LETHAL LAUNCHERS</b>	PCU3329-3329 (Other fabricated metal products mfg.),	65%
	PCU326299326299B (All Other Rubber Product Manufacturing: All Other Miscellaneous Rubber Goods)	25%
	PCU484---484--- Truck Transportation (PPI industry sub-sector data for Truck transportation, not seasonally adjusted)	10%

Only final PPI data will be used to adjust contract pricing. This Statewide Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. Economic adjustments will be calculated using the following formula:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

The "Current Period Index" is the average of the most recent twelve months of non-preliminary BLS Index values, and the "Base Period Index" is the average of the twelve months of non-preliminary BLS Index values prior to the Current Period Index.

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Statewide Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Included Goods/Services/Pricing* (subject to economic adjustment as set forth herein).
- 3.5. **TEMPORARY PRICE ADJUSTMENT (TPA).** Temporary Price Adjustments may be requested during economically sensitive supply chain disruptions.
- a) Notwithstanding any provision to the contrary, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Statewide Contract goods/services

impacted by unexpected costs that are beyond the Statewide Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- b) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Statewide Contract goods/services;
  - c) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
  - d) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Statewide Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Statewide Contract;
  - e) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Statewide Contract prices for impacted goods/services with the Statewide Contract's allocation of risk/return (e.g., Contractor's margin);
  - f) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Statewide Contract based on the unexpected costs identified to Enterprise Services;
  - g) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Statewide Contract goods/services have unexpectedly decreased;
  - h) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
  - i) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
  - j) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Statewide Contract prices.
- 3.6. STATEWIDE CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchaser information regarding this Statewide Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Statewide Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.



- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Statewide Contract and at the time any order is placed pursuant to this Statewide Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
  - 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
  - 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Statewide Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Statewide Contract.
  - 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
  - 4.5. **WAGE VIOLATIONS.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Statewide Contract and the three (3) year period immediately preceding the award of the Statewide Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
  - 4.6. **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - 4.7. **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
  - 4.8. **WASHINGTON SMALL BUSINESS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor's Bidder's Certification.
  - 4.9. **CERTIFIED VETERAN-OWNED BUSINESS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Certified Veteran-Owned Business as defined and set forth in Contractor's Bidder's Certification.

- 4.10. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor REPRESENTS and warrants that, within the three (3) year period prior to this Statewide Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.11. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.12. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Statewide Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.13. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.14. STATEWIDE CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Statewide Contract with eligible Purchasers and to ensure that those entities that utilize this Statewide Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.15. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Statewide Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.16. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Statewide Contract.
- 4.17. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Statewide Contract.

- 4.18. STATEWIDE CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Statewide Contract or a similar contract, is transitioned to another contractor (e.g., Statewide Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Statewide Contract for the sixty (60) day period immediately before such transition.
- 4.19. MANUFACTURER AUTHORIZATION. Contractor represents and warrants that Contractor is an authorized service provider or product reseller for the goods and/or services and that it shall maintain its authorized service provider or product reseller status for the Term of this Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized service provider or product reseller within ten (10) business days of request. Contractor must be authorized to sell the manufacturer products offered in the state of Washington.

## 5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Statewide Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services

Warranty will survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).

- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser’s election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
  - 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services (“IT Goods” and “IT Services”, respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party (“IT Warranty”). The IT Warranty will expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.
  - 5.6. **IT REMEDY.** If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser’s election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
  - 5.7. **FAILURE TO REMEDY.** If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser’s option, Purchaser will offset the costs incurred from amounts owing to Contractor.
  - 5.8. **TECHNICAL SUPPORT.** During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 6. SAFETY; SECURITY.** Contractor’s failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. **REGULATORY REQUIREMENTS/SAFETY.** Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.

- 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets (“MSDS”) at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser’s premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 6.5. ON SITE REQUIREMENTS. While on Purchaser’s premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser’s physical, fire, access, safety, and other security requirements and not interfere with Purchaser’s operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser’s premises will be adequately trained and at all times comply with Purchaser’s requirements.
- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

## **7. SUBCONTRACTORS.**

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Statewide Contract, Contractor shall: (a) incorporate Contractor’s responsibilities under this Statewide Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Statewide Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Statewide Contract, Contractor shall provide written notice to Enterprise Services’ contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services’ contract administrator to include such subcontractor(s) in Washington’s Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated ‘rollup’ report combining Contractor and subcontractor data.

- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Statewide Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

**8. USING THE STATEWIDE CONTRACT – PURCHASES.**

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Statewide Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Statewide Contract number. The terms of this Statewide Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Statewide Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Statewide Contract.
- 8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods/Services are delivered or provided as required by this Statewide Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor. Purchasers have various locations where goods are to be shipped. Contractor must ship to any location within the State of Washington as specified by Purchasers.
  - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Statewide Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
  - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Statewide Contract shall be identified by the Statewide Contract number set forth on the cover of this Statewide Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
  - (d) Delivery lead times will not exceed ninety (90) days after receipt of order (ARO).
- 8.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Statewide Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Statewide Contract and

Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

8.4. ORDER CANCELLATION AND RETURN POLICY. No penalty shall be imposed for cancellation at any point within the transaction, as long as the goods are undamaged and in marketable condition.

(a) If orders are cancelled after delivery to the Purchaser, Contractor will work with the Purchaser to recover the shipment at Contractor's cost. Because many items within this Contract are considered "Hazardous Materials," the Purchaser is unlikely to have the training and certification needed to return the goods. Therefore, Contractor will recover the cancelled order at no cost to the Purchaser. Credit shall be applied to the Purchaser upon recovery of the product.

(b) If a product is deemed defective, whether by the factory, Contractor, or the Purchaser, all parties shall work together to identify the defect and exchange the defective products for new product at no additional cost to the Purchaser.

8.5. CUSTOMER SERVICE. Contractor agrees to provide customer service during normal business hours (8:00 am – 5:00 pm PST) with access to Contractor via email and phone during these hours. Contractor must respond to any phone message or email within twenty-four (24) hours. Contractor may offer customer service outside normal business hours at no additional charge.

8.6. TROUBLESHOOTING/TICKETING PROCESS. Contractor agrees to operate a ticketing process for troubleshooting issues that may occur. This ticketing process must track the initial request, record all communication regarding the issue and the time required to resolve the issue to the Purchaser's satisfaction.

8.7. CONSULTATION. Consultation services may be requested by the Purchaser. Contractor's employees must have the ability to offer advice and consultation and be subject matter experts in the products sold by the Contractor. Consultation services will be provided at no additional cost.

8.8. TRAINING AND PRODUCT DEMONSTRATIONS. Purchaser may request training and/or product demonstrations. Contractor will be required to provide or coordinate product demonstrations and training as requested by the Purchaser. New and existing clients may request a demonstration at any time, for any product produced by manufacturers that Contractor represents. If training or product demonstrations are requested by Purchaser, the following will apply:

- a) No fee shall be imposed.
- b) Purchaser will work together with Contractor to coordinate a mutually agreeable time and location to perform the demonstration.
- c) In the event that a product is not in stock or available for demonstration, additional time may be needed to source the product from the manufacturer.

- d) Purchaser may seek additional training and certifications directly from Pepperball and/or Combined Tactical Systems (CTS). Contractor will assist as able with coordinating training and certification courses.

## 9. INVOICING & PAYMENT.

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Statewide Contract. Such invoices shall itemize the following:
  - (a) Statewide Contract No. 15322;
  - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
  - (c) Contractor's Federal Tax Identification Number;
  - (d) Date(s) of delivery;
  - (e) Applicable Goods and/or Services;
  - (f) Invoice amount; and
  - (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Statewide Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Included Goods/Services/Pricing*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Statewide Contract.
- 9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Statewide Contract. Failure to do so shall constitute breach of this



Statewide Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

## 10. CONTRACT MANAGEMENT.

- 10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Statewide Contract. Enterprise Services' contract administrator shall provide Statewide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Statewide Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Neva Peckham  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-2213  
Email: [DESContractsTeamFir@des.wa.gov](mailto:DESContractsTeamFir@des.wa.gov)

**Contractor**

Attn: Connor Del Visco  
Hurricane Butterfly Law Enforcement, LLC  
16432 N. Midland Boulevard Suite 14  
Nampa, ID 83687  
Tel: (209) 960-1880  
Email: [connor@hurricanebutterfly.net](mailto:connor@hurricanebutterfly.net)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Statewide Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**Contractor**

Attn: Jason Wong  
Hurricane Butterfly Law Enforcement, LLC  
16432 N. Midland Boulevard Suite 14  
Nampa, ID 83687  
Email: [jason@hurricanebutterfly.net](mailto:jason@hurricanebutterfly.net)

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

11.1. STATEWIDE CONTRACT SALES REPORTING. Contractor shall report total Statewide Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Statewide Contract Sales Reporting System. Contractor shall report quarterly Statewide Contract sales in Enterprise Services’ Statewide Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Statewide Contract. If there are no Statewide Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Statewide Contract Sales Reporting. Quarterly Statewide Contract Sales Reports must be submitted electronically by the following deadlines for all Statewide Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	STATEWIDE CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Statewide Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Statewide Contract sales invoiced (not including sales tax)} \times .015.$$

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Statewide Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Statewide Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Statewide Contract, if not already included on the face of the check.
- (d) Contractor's failure to report accurate total net Statewide Contract sales, to submit a timely Statewide Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Statewide Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Statewide Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 11.3. ANNUAL STATEWIDE CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Statewide Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Statewide Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Statewide Contract.
- 11.4. TROUBLE TICKETS AND RESOLUTION. Contractor must maintain a log of service requests documenting the request and resolution. Contractor shall provide to Enterprise Services an annual report due no later than December 31<sup>st</sup> of each calendar year. Such report shall include, at a minimum, Customer name, trouble ticket number, day/time ticket received, day/time initial response made to customer, description of issue and time to resolve issue.
- 11.5. ORDER MODIFICATION/SUBSTITUTION. Contractor must document and report to Enterprise Services no later than December 31<sup>st</sup> of each calendar year, the number of order modifications and/or substitutions made for each customer. Such report shall include, at a minimum, the Customer name, initiator of modification/substitution (Customer or Contractor) and a brief description of the modification/substitution.

## 12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Statewide Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Statewide Contract or final payment for any order placed by a Purchaser against this Statewide Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Statewide Contract or Purchase Orders placed by a Purchaser under this Statewide Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Statewide Contract or final payment for any order placed by a Purchaser against this Statewide Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Statewide Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services  $\$500 \times 1.25 = \$625$ ); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

## 13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Statewide Contract. This provision does not waive any of the Washington State Department of Labor

and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Statewide Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

#### **14. CLAIMS.**

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Statewide Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Statewide Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Statewide Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Statewide Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

**15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Statewide Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each

organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

## **16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

- 16.1. **TERMINATION.** This Statewide Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Statewide Contract; and (c) as otherwise expressly provided for in this Statewide Contract. This Statewide Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Statewide Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Statewide Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Statewide Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.
- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Statewide Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Statewide Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Statewide Contract. Notwithstanding any provision to

the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Statewide Contract that is executed prior to expiration of this Statewide Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Statewide Contract.

- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Statewide Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Statewide Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Statewide Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Statewide Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Statewide Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Statewide Contract;
  - (b) Contractor fails to timely report contract sales;
  - (c) Contractor fails to timely pay the vendor management fees when due; or
  - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Statewide Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Statewide Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Statewide Contract, until such obligations have been fulfilled.
- 16.8. REMEDIES FOR DEFAULT.
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Statewide Contract are in addition to all other available remedies.
  - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Statewide Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Statewide Contract; or (c) damages subject to the Intellectual Property Indemnity section of this

Statewide Contract. Any limitation of either party's obligations under this Statewide Contract, by delivery slips or other documentation is void.

- 16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Statewide Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
- 16.11. **PURCHASER PURCHASE ORDERS.** Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

## **17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.**

- 17.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Statewide Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 17.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided



in the Statewide Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

## **18. GENERAL PROVISIONS.**

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Statewide Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Statewide Contract.
- 18.3. ENTIRE AGREEMENT. This Statewide Contract 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.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Statewide Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Statewide Contract, 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 Statewide Contract and that its execution, delivery, and performance of this Statewide Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. 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 Statewide Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Statewide Contract. Contractor and its employees or agents performing under this Statewide Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Statewide Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such

event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Statewide Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Statewide Contract notwithstanding any prior assignment of its rights.

- 18.9. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Statewide Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Statewide Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Statewide Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.
- 18.12. **SEVERABILITY.** If any provision of this Statewide Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Statewide Contract, and to this end the provisions of this Statewide Contract 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 Statewide Contract.
- 18.13. **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 Statewide Contract, nor shall any purported oral modification or rescission of this Statewide Contract 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, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Statewide Contract shall survive and remain in effect following the expiration or termination of this Statewide Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Statewide Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

- 18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Statewide Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Statewide Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Statewide Contract 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 Statewide Contract. Each party hereto and its counsel has reviewed and revised this Statewide Contract 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 Statewide Contract. Each term and provision of this Statewide Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Statewide Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Statewide Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Statewide Contract.
- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Statewide Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Statewide Contract 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 Statewide Contract nor the meaning of any provisions hereof.
- 18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Statewide Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Statewide Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Statewide Contract may be executed in any number of 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 Statewide Contract 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 Statewide Contract.

EXECUTED as of the date and year first above written.

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

**HURRICANE BUTTERFLY LAW ENFORCEMENT, LLC**  
**A WASHINGTON LIMITED LIABILITY COMPANY**

By: *Elena McGrew*  
Elena McGrew  
Its: Statewide Enterprises Procurement  
Manager  
Date: Nov 28, 2022

By: *Jason M. Wong*  
Jason M. Wong (Nov 28, 2022 09:44 MST)  
Jason Wong  
Its: Manager  
Date: Nov 28, 2022

## INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Statewide Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Statewide Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Statewide Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of

insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Statewide Contract number stated on the cover of this Statewide Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services via email, and shall be sent to the email address set forth below or email address as Enterprise Services may specify in writing:

Email: [DESContractsTeamFir@des.wa.gov](mailto:DESContractsTeamFir@des.wa.gov)

*Note:* For Email notice, the Email Subject line must state:  
**Statewide Contract Insurance Certificate – Statewide Contract  
No. 15322 – Less-Lethal Munitions**

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Statewide Contract number stated on the cover of this Statewide Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Statewide Contract.

\* \* \* END OF INSURANCE REQUIREMENTS \* \* \*

**INCLUDED GOODS/SERVICES/PRICING**

- 1.1. DISCOUNTS. Contractor agrees to the following discounted pricing options:
- a) Within the 40mm impact munition and chemical munition product lines, the minimum unit of measurement may be met by multiple products. Mix-and-match of like products to meet the minimum UOM is permitted
  - b) For orders under \$10,000, Contractor will pursue best efforts in keeping top selling CTS products, Pepperball projectiles, and Royal Arms ammunition identified within this contract in stock and available for delivery within ten (10) business days.
  - c) Orders for CTS products that exceed \$10,000 that are needed immediately, and/or are shipped from Contractor inventory shall not incur any additional discount beyond the contract price. Contractor shall pursue best efforts to deliver from existing inventory within 10 business days if in stock.
  - d) Orders for CTS products that exceed \$10,000 are eligible to be shipped direct from the CTS factory for an additional 8% off agency price. Under this term, the total discount shall be 10% off agency price. Delivery shall comply with the 90-day contract delivery terms. Purchaser shall decide whether to invoke this additional discount prior to, or upon issuance of a purchase order. If the Purchaser does not invoke the additional discount and delivery time frame within the purchase order, the sales price shall default to the Contract price.
- 1.2. TRAVEL COSTS. If applicable, any travel expenses related to maintenance and repair services will not exceed the allowable expenses in the Washington Statewide Accounting Manual ([SAAM](#)), Chapter 10. All travel related expenses must be mutually agreed in writing between Contractor and Purchaser and included in ordering paperwork as a separate line item prior to work being performed.
- 1.3. PRICING LIST. See pricing list on subsequent pages.

# **CTS 2023 WASHINGTON STATE CONTRACT PRICE LIST**

PART#		DESCRIPTION	REQ DOCS	AGENCY	CONTRACT DISCOUNT %	CONTRACT PRICE
<b>CTS DEFENSE AEROSOLS</b>						
<b>LEVEL 1 OC</b>						
154003	1611	MK-6 Level 1 OC Stream 0.75 OZ /25 Per Case - Priced Individually		\$15.24	2.00%	\$14.93
154888	1318	MK-3 Level 1 OC Omni-Stream™ - 1.2 OZ / 25 Per Case - Priced Individually, 360° Performance		\$16.12	2.00%	\$15.79
154890	1418	MK-4 Level 1 OC Omni-Stream™ - 2.99 OZ / 25 Per Case - Priced Individually,360° Performance		\$17.60	2.00%	\$17.25
154891	1918	MK-9 Level 1 OC Omni-Stream™ - 12.9 OZ / 6 Per Case - Priced Individually,360° Performance		\$55.94	2.00%	\$54.82
<b>LEVEL 2 OC</b>						
154007	1621	MK-6 Level 2 OC Stream 0.75 OZ / 25 Per Case - Priced Individually		\$16.23	2.00%	\$15.90
154057	1328	MK-3 Level 2 OC Omni-Stream™ 1.2 OZ / 25 Per Case - Priced Individually, 360° Performance		\$16.67	2.00%	\$16.33
154058	1428	MK-4 Level 2 OC Omni-Stream™ 2.99 OZ / 25 Per Case - Priced Individually, 360° Performance		\$18.26	2.00%	\$17.89
154059	1928	MK-9 Level 2 OC Omni-Stream™ 12.9 OZ / 6 Per Case - Priced Individually, 360° Performance		\$58.30	2.00%	\$57.13
154009	1322	MK-3 Level 2 OC Foam 2.1 OZ / 25 Per Case - Priced Individually		\$16.50	2.00%	\$16.17
154010	1422	MK-4 Level 2 OC Foam 3.5 OZ / 25 Per Case - Priced Individually		\$21.62	2.00%	\$21.18
154011	1922	MK-9 Level 2 OC Foam 14 OZ / 6 Per Case - Priced Individually		\$58.91	2.00%	\$57.73
154012	1323	MK-3 Level 2 OC Fog 2.1 OZ / 25 Per Case - Priced Individually		\$16.78	2.00%	\$16.44
154013	1423	MK-4 Level 2 OC Fog 3.5 OZ / 25 Per Case - Priced Individually		\$18.70	2.00%	\$18.33
154014	1923	MK-9 Level 2 OC Fog 13 OZ / 6 Per Case - Priced Individually		\$64.46	2.00%	\$63.17
154015	1324	MK-3 Level 2 OC Gel 1.5 OZ / 25 Per Case - Priced Individually		\$16.12	2.00%	\$15.79
154016	1424	MK-4 Level 2 OC Gel 2.8 OZ / 25 Per Case - Priced Individually		\$17.60	2.00%	\$17.25
154017	1624	MK-6 Level 2 OC Gel 0.75 OZ / 25 Per Case - Priced Individually		\$15.90	2.00%	\$15.58
154018	1924	MK-9 Level 2 OC Gel 13 OZ / 6 Per Case - Priced Individually		\$57.20	2.00%	\$56.06
<b>OC VAPOR</b>						
154302	1347	MK-3 Level 2 OC Vapor 1.5 OZ / 25 Per Case - Priced Individually		\$16.78	2.00%	\$16.44
154300	1447	MK-4 Level 2 OC Vapor 3.75 OZ / 25 Per Case - Priced Individually		\$20.35	2.00%	\$19.94
154301	1947	MK-9 Level 2 OC Vapor 9.4 OZ / 6 Per Case - Priced Individually		\$68.64	2.00%	\$67.27
<b>LEVEL 3</b>						
154021	1631	MK-6 Level 3 OC Stream 0.75 OZ / 25 Per Case - Priced Individually		\$16.23	2.00%	\$15.90
154060	1338	MK-3 Level 3 OC Omni-Stream™ 1.2 OZ / 25 Per Case - Priced Individually, 360° Performance		\$16.50	2.00%	\$16.17
154061	1438	MK-4 Level 3 OC Omni-Stream™ 2.99 OZ / 25 Per Case - Priced Individually, 360° Performance		\$17.60	2.00%	\$17.25
154062	1938	MK-9 Level 3 OC Omni-Stream™ 12.9 OZ / 6 Per Case - Priced Individually, 360° Performance		\$56.54	2.00%	\$55.41
154080	1138T	Titan Level 3 OC Omni-Stream™ 17.6 OZ / 6 Per Case - Priced Individually, 360° Performance		\$70.51	2.00%	\$69.10
154063	1332	MK-3 Level 3 OC Foam 2.1 OZ / 25 Per Case - Priced Individually		\$16.50	2.00%	\$16.17
154064	1432	MK-4 Level 3 OC Foam 3.5 OZ / 25 Per Case - Priced Individually		\$17.60	2.00%	\$17.25
154065	1932	MK-9 Level 3 OC Foam 14 OZ / 6 Per Case - Priced Individually		\$57.20	2.00%	\$56.06
154081	1132T	Titan Level 3 OC Foam 19.4 OZ / 6 Per Case - Priced Individually		\$68.64	2.00%	\$67.27
154066	1333	MK-3 Level 3 OC Fog 2.1 OZ / 25 Per Case - Priced Individually		\$16.50	2.00%	\$16.17
154067	1433	MK-4 Level 3 OC Fog 3.5 OZ / 25 Per Case - Priced Individually		\$17.60	2.00%	\$17.25
154068	1933	MK-9 Level 3 OC Fog 13 OZ / 6 Per Case - Priced Individually		\$57.20	2.00%	\$56.06
154082	1133T	Titan Level 3 OC Fog 19.4 OZ / 6 Per Case - Priced Individually		\$68.64	2.00%	\$67.27
154072	1334	MK-3 Level 3 OC Gel 1.5 OZ / 25 Per Case - Priced Individually		\$16.50	2.00%	\$16.17
154073	1434	MK-4 Level 3 OC Gel 2.8 OZ / 25 Per Case - Priced Individually		\$17.60	2.00%	\$17.25
154074	1934	MK-9 Level 3 OC Gel 13 OZ / 6 Per Case - Priced Individually		\$57.20	2.00%	\$56.06
154083	1134T	Titan Level 3 OC Gel 16.75 OZ / 6 Per Case - Priced Individually		\$68.64	2.00%	\$67.27
<b>OC/CS</b>						
150131	1341	MK-3 OC/CS Stream 1.2 OZ / 25 Per Case - Priced Individually		\$17.49	2.00%	\$17.14
150141	1441	MK-4 OC/CS Stream 3.75 OZ / 25 Per Case - Priced Individually		\$19.03	2.00%	\$18.65
150191	1941	MK-9 OC/CS Stream 12.9 OZ / 6 Per Case - Priced Individually		\$58.08	2.00%	\$56.92



## **CTS 2023 WASHINGTON STATE CONTRACT PRICE LIST**

<b>PART#</b>		<b>DESCRIPTION</b>	<b>REQ DOCS</b>	<b>AGENCY</b>	<b>CONTRACT DISCOUNT %</b>	<b>CONTRACT PRICE</b>
<b>INERT TRAINING</b>						
154024	1601	MK-6 Inert Stream 0.75 OZ / 25 Per Case - Priced Individually		\$16.23	2.00%	\$15.90
154889	1308	MK-3 Inert 1.2 OZ / 25 Per Case Omni-Stream™ - 360° Performance - Priced Individually		\$13.37	2.00%	\$13.10
154893	1408	MK-4 Inert 2.99 OZ / 25 Per Case Omni-Stream™ - 360° Performance - Priced Individually		\$13.59	2.00%	\$13.31
154892	1908	MK-9 Inert 12.9 OZ / 6 Per Case Omni-Stream™ - 360° Performance - Priced Individually		\$41.97	2.00%	\$41.13
154084	1108T	Titan Inert Stream 17.6 OZ / 6 Per Case - Priced Individually		\$60.72	2.00%	\$59.51
154026	1302	MK-3 Inert Foam 2.1 OZ / 25 Per Case - Priced Individually		\$13.37	2.00%	\$13.10
154027	1402	MK-4 Inert Foam 3.5 OZ / 25 Per Case - Priced Individually		\$13.59	2.00%	\$13.31
154028	1902	MK-9 Inert Foam 14 OZ / 6 Per Case - Priced Individually		\$41.97	2.00%	\$41.13
154029	1303	MK-3 Inert Fog 2.1 OZ / 25 Per Case - Priced Individually		\$12.54	2.00%	\$12.29
154030	1403	MK-4 Inert Fog 3.5 OZ / 25 Per Case - Priced Individually		\$17.71	2.00%	\$17.36
154031	1903	MK-9 Inert Fog 13 OZ / 6 Per Case - Priced Individually		\$49.56	2.00%	\$48.56
154032	1304	MK-3 Inert Gel 1.5 OZ / 25 Per Case - Priced Individually		\$12.05	2.00%	\$11.80
154033	1404	MK-4 Inert Gel 2.8 OZ / 25 Per Case - Priced Individually		\$16.83	2.00%	\$16.49
154034	1604	MK-6 Inert Gel 0.75 OZ / 25 Per Case - Priced Individually		\$15.90	2.00%	\$15.58
154035	1904	MK-9 Inert Gel 13 OZ / 6 Per Case - Priced Individually		\$45.76	2.00%	\$44.84
<b>AEROSOL GRENADE</b>						
154036	1337	OC Grenade 2 OZ / 25 Per Case - Priced Individually		\$18.81	2.00%	\$18.43
154038	1307	Inert Grenade 2 OZ / 25 Per Case - Priced Individually		\$18.70	2.00%	\$18.33
<b>REFILLS &amp; ACCESSORIES</b>						
154041	1111R	MK-21 Level 1 OC Refill 21 OZ		\$80.30	2.00%	\$78.69
154231	1211R	MK-46 Level 1 OC Refill 46 OZ		\$126.28	2.00%	\$123.75
154043	1121R	MK-21 Level 2 OC Refill 21 OZ		\$80.30	2.00%	\$78.69
154044	1221R	MK-46 Level 2 OC Refill 46 OZ		\$126.28	2.00%	\$123.75
154045	1131R	MK-21 Level 3 OC Refill 21 OZ		\$80.30	2.00%	\$78.69
154046	1231R	MK-46 Level 3 OC Refill 46 OZ		\$126.28	2.00%	\$123.75
154048	1141R	MK-21 OC/CS Refill 21 OZ		\$80.30	2.00%	\$78.69
152105	1241R	MK-46 OC/CS Refill 46 OZ		\$126.28	2.00%	\$123.75
154047	1101R	MK-21 Inert Refill 21 OZ		\$48.07	2.00%	\$47.11
150209	1201R	MK-46 Inert Refill 46 OZ		\$70.13	2.00%	\$68.72
150500	1395	Decontamination Spray 1.5 OZ		\$13.09	2.00%	\$12.83
154052	1901T	MK-9 Training Dispenser 16 OZ		\$188.05	2.00%	\$184.28
150698	1201V	MK-21 Vertical Dispenser 21 OZ		\$324.01	2.00%	\$317.52
150699	1401V	MK-46 Vertical Dispenser 46 OZ		\$463.76	2.00%	\$454.48
150697	1401H	MK-46 Horizontal Dispenser 46 OZ		\$517.11	2.00%	\$506.77
150035	1401HE	MK-46 Rapid Recharge Cylinder w/ Nozzle Head & Sling (Nitrogen Cartridge & Refill Solution Not Included)		\$984.67	2.00%	\$964.97
150433	1401HV	Nozzle Assembly for 1401HE		\$825.83	2.00%	\$809.31
150037	1401A	Nitrogen Refill Cartridge		\$21.34	2.00%	\$20.91
150434	1401A-6	Nitrogen Refill Cartridge , 6 Pack		\$127.71	2.00%	\$125.16
154445	1203A	MK-21/46 Recharge Set - Regulator, Hose w/ Threaded Schraeder Valve Adapter, Funnel, O-Rings, Lubricant		\$560.34	2.00%	\$549.13
154446	1204A	MK-21/46 Hose & Wand		\$54.95	2.00%	\$53.85
154447	1901A	MK-9 Hose & Wand - Hose and Wand Only - Only adapts to 1947 OC Vapor		\$56.21	2.00%	\$55.09
502002	0311	Smoke (Inert) Formulation Fog, Gallon		\$116.00	2.00%	\$113.68
502000	0300	Smoke (Inert) Formulation Fog, Quart		\$49.67	2.00%	\$48.67
502001	0330	CS Formulation Fog, Quart -		\$63.14	2.00%	\$61.88
502006	0340G	Flush Fog Formulation, Gallon		\$116.00	2.00%	\$113.68
502007	0340	Flush Fog Formulation, Quart		\$39.00	2.00%	\$38.22
500304	0431	OC Fog Formulation, Quart -		\$63.14	2.00%	\$61.88
500305	0431G	OC Fog Formulation, Gallon -		\$171.55	2.00%	\$168.11

## CTS 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#	DESCRIPTION	REQ DOCS	AGENCY	CONTRACT DISCOUNT %	CONTRACT PRICE
<b>CTS CHEMICAL MUNITIONS</b>					
<b>12 GAUGE MUNITIONS ***Must Order in Quantities of 25***</b>					
<b>INDOOR - BARRICADE PENETRATORS - FLAMELESS</b>					
123111	2300	12GA Inert Liquid Barricade / Priced Individually Per Cartridge	FET	\$10.01	2.00% \$9.81
123131	2330	12GA CS Liquid Barricade / Priced Individually Per Cartridge	FET	\$11.33	2.00% \$11.10
123141	2340	12GA OC Liquid Barricade / Priced Individually Per Cartridge	FET	\$11.33	2.00% \$11.10
124111	2400	12GA Powder Projectile, Training /Priced Individually Per Cartridge	FET	\$10.01	2.00% \$9.81
124131	2430	12GA CS Powder Projectile / Priced Individually Per Cartridge	FET	\$11.33	2.00% \$11.10
124141	2440	12GA OC Powder Projectile / Priced Individually Per Cartridge	FET	\$11.33	2.00% \$11.10
<b>37MM MUNITIONS - DUAL RIM CARTRIDGE ***Must Order in Quantities of 32***</b>					
<b>INDOOR - LIQUID BARRICADE PENETRATORS - FLAMELESS</b>					
373101	3300	37MM Liquid Barricade, Smokeless, 5.45" Long	FET & Agency PO	\$25.63	2.00% \$25.12
373103	3330	37MM CS Liquid Barricade, Smokeless, 5.45" Long	FET & Agency PO	\$28.77	2.00% \$28.19
373104	3340	37MM OC Liquid Barricade, Smokeless, 5.45" Long	FET & Agency PO	\$29.21	2.00% \$28.62
<b>INDOOR - POWDER BARRICADE PENETRATORS - FLAMELESS</b>					
374101	3401	37MM Powder Barricade, Smokeless, 5.45" Long	FET & Agency PO	\$27.67	2.00% \$27.11
374103	3431	37MM CS Powder Barricade, Smokeless, 5.45" Long	FET & Agency PO	\$32.01	2.00% \$31.37
374104	3441	37MM OC Powder Barricade, Smokeless, 5.45" Long	FET & Agency PO	\$32.01	2.00% \$31.37
<b>INDOOR/OUTDOOR MUZZLE BLAST</b>					
374011	3400	37MM Muzzle Blast, 8" Long	FET & Agency PO	\$25.74	2.00% \$25.23
374031	3430	37MM CS Muzzle Blast, 8" Long	FET & Agency PO	\$29.59	2.00% \$29.00
374041	3440	37MM OC Muzzle Blast, 8" Long	FET & Agency PO	\$32.73	2.00% \$32.07
<b>OUTDOOR - SHORT RANGE PROJECTILES - 80 YD / 73 M</b>					
372011	3210	37MM Short Range Smoke, Pyro, 4.9" Long	FET & Agency PO	\$26.73	2.00% \$26.20
372031	3230	37MM CS Short Range, Pyro, 4.9" Long	FET & Agency PO	\$29.21	2.00% \$28.62
<b>OUTDOOR - LONG RANGE PROJECTILES - 150 YD / 137M</b>					
372013	3211	37MM Long Range Smoke, Pyro, 4.9" Long	FET & Agency PO	\$27.56	2.00% \$27.00
372033	3231	37MM CS Long Range, Pyro, 4.9" Long	FET & Agency PO	\$32.40	2.00% \$31.75
<b>OUTDOOR - MULTI-3 PROJECTILES - 80 YD / 73 M</b>					
372015	3213	37MM Multi 3 Smoke, Pyro, 4.9" Long	FET & Agency PO	\$35.48	2.00% \$34.77
372035	3233	37MM CS Multi 3, Pyro, 4.9" Long	FET & Agency PO	\$35.37	2.00% \$34.66
<b>OUTDOOR - MULTI-5 PROJECTILES - 80 YD / 73 M</b>					
372017	3215	37MM Multi 5 Smoke, Pyro, 8" Long	FET & Agency PO	\$36.25	2.00% \$35.52
372037	3235	37MM CS Multi 5, Pyro, 8" Long	FET & Agency PO	\$38.61	2.00% \$37.84
<b>40MM MUNITIONS ***Must Order in Quantities of 32***</b>					
<b>INDOOR - LIQUID BARRICADE PENETRATORS - FLAMELESS</b>					
403111-1	4300	40MM Inert Liquid Barricade, Spin Stabilized, 4.1" Long	FET & Agency PO	\$36.25	2.00% \$35.52
403131-1	4330	40MM CS Liquid Barricade, Spin Stabilized, 4.1" Long	FET & Agency PO	\$34.32	2.00% \$33.63
403141-1	4340	40MM OC Liquid Barricade, Spin Stabilized, 4.1" Long	FET & Agency PO	\$36.25	2.00% \$35.52
<b>INDOOR - POWDER BARRICADE PENETRATORS - FLAMELESS</b>					
404111-1	4401	40MM Inert Powder Barricade, Spin Stabilized, 4.1" Long	FET & Agency PO	\$35.59	2.00% \$34.87
404131-1	4431	40MM CS Powder Barricade, Spin Stabilized, 4.1" Long *Special Shipping - Call For Details	FET & Agency PO	\$36.85	2.00% \$36.11
404141-1	4441	40MM OC Powder Barricade, Spin Stabilized, 4.1" Long *Special Shipping - Call For Details	FET & Agency PO	\$36.85	2.00% \$36.11
<b>INDOOR/OUTDOOR MUZZLE BLAST</b>					
406011	4600	40MM Inert Muzzle Blast	FET & Agency PO	\$27.01	2.00% \$26.46
406031	4630	40MM CS Muzzle Blast *Special Shipping - Call For Details	FET & Agency PO	\$28.82	2.00% \$28.24
406041	4640	40MM OC Muzzle Blast *Special Shipping - Call For Details	FET & Agency PO	\$32.62	2.00% \$31.96
<b>OUTDOOR - LONG RANGE PROJECTILES - 109 YDS / 100 M</b>					
402111	4210	40MM White Smoke, Pyro, 4.8" Long	FET & Agency PO	\$27.01	2.00% \$26.46
402118	4210R	40MM Red Smoke, Pyro, 4.8" Long	FET & Agency PO	\$42.24	2.00% \$41.40
402115	4210Y	40MM Yellow Smoke, Pyro, 4.8" Long	FET & Agency PO	\$42.24	2.00% \$41.40
402119	4210G	40MM Green Smoke, Pyro, 4.8" Long	FET & Agency PO	\$42.24	2.00% \$41.40
402131	4230	40MM CS Smoke, Pyro, 4.8" Long	FET & Agency PO	\$27.34	2.00% \$26.79
<b>OUTDOOR - MULTI-3 PROJECTILES - 80 YD / 73 M</b>					
402110	4213	40MM Multi 3 Smoke, 4.8" Long	FET & Agency PO	\$38.94	2.00% \$38.16
402130	4233	40MM CS Multi 3 Smoke, 4.8" Long	FET & Agency PO	\$41.80	2.00% \$40.96

## CTS 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#		DESCRIPTION	REQ DOCS	AGENCY	CONTRACT DISCOUNT %	CONTRACT PRICE
<b>GRENADES ***Must Order in Quantities of 12***</b>						
<b>INDOOR - 52 SERIES BAFFLED GRENADES - 2.63" / 67MM DIAMETER</b>						
522010	5210B	Smoke Baffled Canister Grenade, Pyro, Low Flame Potential	Agency PO	\$54.67	2.00%	\$53.58
522030	5230B	CS Baffled Canister Grenade, Pyro, Low Flame Potential	Agency PO	\$57.48	2.00%	\$56.33
<b>INDOOR - VAPOR GRENADE DELIVERY SYSTEM</b>						
622037	6300	Inert Vapor Grenade	Agency PO	\$51.37	2.00%	\$50.34
622036	6330	CS Vapor Grenade	Agency PO	\$57.53	2.00%	\$56.38
622040	6340	OC Vapor Grenade	Agency PO	\$57.53	2.00%	\$56.38
622035	6343	OC-CS Vapor Grenade	Agency PO	\$57.53	2.00%	\$56.38
<b>INDOOR/OUTDOOR - 54 SERIES FLAMELESS EXPLUSION GRENADES</b>						
542011	5400	Inert Flameless Expulsion Canister Grenade	Agency PO	\$61.38	2.00%	\$60.15
542031	5430	CS Flameless Expulsion Canister Grenade	Agency PO	\$62.92	2.00%	\$61.66
542041	5440	OC Flameless Expulsion Canister Grenade	Agency PO	\$62.92	2.00%	\$61.66
<b>OUTDOOR - 52 SERIES LARGE GRENADES - 2.63" / 67MM DIAMETER</b>						
522011	5210	White Smoke Canister Grenade	Agency PO	\$40.37	2.00%	\$39.56
522031	5230	CS Canister Grenade	Agency PO	\$43.67	2.00%	\$42.80
<b>OUTDOOR - 52 SERIES TRIPLE PHASER GRENADES - 2.63" / 67MM DIAMETER</b>						
522013	5211	White Smoke Triple-Phaser® Canister Grenade	Agency PO	\$55.55	2.00%	\$54.44
522033	5231	CS Triple-Phaser® Canister Grenade	Agency PO	\$61.38	2.00%	\$60.15
<b>OUTDOOR - 52 SERIES JET-LITE GRENADE - 2.63" / 67MM DIAMETER</b>						
522009	5210JL	Smoke Jet-Lite Canister Grenade, Pyro	Agency PO	\$52.25	2.00%	\$51.21
522038	5230JL	CS Jet-Lite Canister Grenade, Pyro	Agency PO	\$53.41	2.00%	\$52.34
<b>OUTDOOR - 62 SERIES GRENADES - 2.34" / 59MM DIAMETER</b>						
622011	6210	White Smoke Canister Grenade	Agency PO	\$41.03	2.00%	\$40.21
622018	6210B	Blue Smoke Canister Grenade	Agency PO	\$58.30	2.00%	\$57.13
622017	6210G	Green Smoke Canister Grenade	Agency PO	\$58.30	2.00%	\$57.13
622005	6210K	Black Smoke Canister Grenade	Agency PO	\$58.30	2.00%	\$57.13
622015	6210O	Orange Smoke Canister Grenade	Agency PO	\$58.30	2.00%	\$57.13
622014	6210R	Red Smoke Canister Grenade	Agency PO	\$58.30	2.00%	\$57.13
622019	6210V	Violet Smoke Canister Grenade	Agency PO	\$58.30	2.00%	\$57.13
622016	6210Y	Yellow Smoke Canister Grenade	Agency PO	\$58.30	2.00%	\$57.13
622007	6210HC	Hexachlorothane (HC) Smoke	Agency PO	\$51.48	2.00%	\$50.45
622031	6230	CS Canister Grenade	Agency PO	\$40.59	2.00%	\$39.78
<b>OUTDOOR - 82 SERIES TACTICAL GRENADES - 1.42" / 36MM</b>						
822011	8210	White Smoke Tactical Canister Grenade	Agency PO	\$31.35	2.00%	\$30.72
822003	8210G	Green Smoke Tactical Canister Grenade	Agency PO	\$46.20	2.00%	\$45.28
822004	8210R	Red Smoke Tactical Canister Grenade	Agency PO	\$46.20	2.00%	\$45.28
822002	8210Y	Yellow Smoke Tactical Canister Grenade	Agency PO	\$46.20	2.00%	\$45.28
822031	8230	CS Tactical Canister Grenade	Agency PO	\$33.50	2.00%	\$32.83
<b>OUTDOOR - 92 SERIES RUBBER BALL GRENADES - 3.125" / 80MM DIAMETER</b>						
922011	9210	Smoke Jet-Lite Rubber Ball Grenade, Pyro	Agency PO	\$43.56	2.00%	\$42.69
922031	9230	CS Jet-Lite Rubber Ball Grenade, Pyro	Agency PO	\$44.88	2.00%	\$43.98
<b>CANISTER GRENADES WITH NO LOCTITE®</b>						
CTS grenades may be manufactured with no LOCTITE® upon request only at no additional cost. To order, use "NL" before desired model number. Because these are not a stock item, longer lead times will apply for rounds without LOCTITE®. Please include required documents when placing orders to prevent additional delays.						
<b>CHEMICAL MUNITION ACCESSORIES</b>						
126011	2600	12GA Launching Cartridge / Priced Individually Per Cartridge, Must Order in Quantities of 25	FET	\$6.99	2.00%	\$6.85
376011	3600	37MM Launching Cartridge	FET & Agency PO	\$14.63	2.00%	\$14.34
521001	LC5	5 Series (52 Series Canister Grenades) Launching Cup		\$400.24	2.00%	\$392.23
621001	LC6	6 Series (62 Series Canister Grenades) Launching Cup		\$400.24	2.00%	\$392.23
822001	LC8	8 Series & Standoff Launching Cup		\$400.24	2.00%	\$392.23
921001	LC9	9 Series (Jet-Lite & Sting-Ball) Launching Cup		\$400.24	2.00%	\$392.23
532011	5300	CS Training Pellets (50 Per Can)		\$57.81	2.00%	\$56.65
622010	6214	Thermite Incendiary Grenade (2.34" / 59MM Diameter)		\$74.97	2.00%	\$73.47
522014	5200T	5 Series Canister Grenade Training Body		\$60.12	2.00%	\$58.91
822009	8200T	8 Series Canister Grenade Training Body		\$60.12	2.00%	\$58.91
201142	201TF	5 & 8 Series Grenade Training Fuze RH Thread	Agency PO	\$20.35	2.00%	\$19.94

## CTS 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#		DESCRIPTION	REQ DOCS	AGENCY	CONTRACT DISCOUNT %	CONTRACT PRICE
<b>CTS IMPACT MUNITIONS</b>						
<b>12 GAUGE MUNITIONS ***Must Order in Quantities of 25***</b>						
125011	2550	12GA Single Rubber Baton- Sabot / Priced Individually Per Cartridge	FET	\$7.37	2.00%	\$7.22
125013	2551	12GA Fin Stabilized / Priced Individually Per Cartridge	FET	\$7.65	2.00%	\$7.49
125015	2552	12GA .31Cal Sting-Balls / Priced Individually Per Cartridge	FET	\$7.37	2.00%	\$7.22
125027	2553	12GA .31 Cal High Velocity Sting-Balls / Priced Individually Per Cartridge	FET	\$7.37	2.00%	\$7.22
125029	2555	12GA (3) .60 Cal Sting-Balls / Priced Individually Per Cartridge	FET	\$7.37	2.00%	\$7.22
125045	2581	12GA Super-Sock® Bean Bag / Priced Individually Per Cartridge	FET	\$8.25	2.00%	\$8.09
125042	2581B	12GA Super-Sock® Bean Bag- Blue Marking Powder / Priced Individually Per Cartridge	FET	\$10.56	2.00%	\$10.35
125063	2581G	12GA Super-Sock® Bean Bag - Green Marking Powder / Priced Individually Per Cartridge	FET	\$10.56	2.00%	\$10.35
125040	2581R	12GA Super-Sock® Bean Bag - Red Marking Powder / Priced Individually Per Cartridge	FET	\$10.56	2.00%	\$10.35
125041	2581Y	12GA Super-Sock® Bean Bag - Yellow Marking Powder / Priced Individually Per Cartridge	FET	\$10.56	2.00%	\$10.35
<b>37/40MM MUNITIONS - 4.9" / 12.1 CM LENGTH - DUAL RIM CARTRIDGE ***Must Order in Quantities of 32***</b>						
375013	3551	37MM Multi 3 Foam Baton, 4.9" Long	FET & Agency PO	\$33.39	2.00%	\$32.72
375015	3553	37MM .31Cal Sting-Balls, 4.9" Long	FET & Agency PO	\$26.73	2.00%	\$26.20
375033	3558	37MM .60Cal Sting-Balls, 4.9" Long	FET & Agency PO	\$29.48	2.00%	\$28.89
375027	3561	37MM Multi 3 Wood Baton, 4.9" Long	FET & Agency PO	\$26.73	2.00%	\$26.20
375031	3581	37MM Super-Sock® Bean Bag 4.9" Long	FET & Agency PO	\$36.08	2.00%	\$35.36
375034	3582	37MM Flexible Baton Close Range 4.9" Long, Close Range (Green)	FET & Agency PO	\$35.59	2.00%	\$34.87
375035	3583	37MM Nylon-Flex Bean Bag 4.9" Long, Low Impact (Yellow)	FET & Agency PO	\$35.59	2.00%	\$34.87
375036	3584	37MM Flexible Baton Standard 4.9" Long, Standard (Red)	FET & Agency PO	\$35.59	2.00%	\$34.87
375088	3585	37MM Flexible Baton Standard 4.9" Long, Long Range (Black)	FET & Agency PO	\$35.59	2.00%	\$34.87
<b>37/40MM MUNITIONS - 8" / 20.3CM LENGTH - DUAL RIM CARTRIDGE ***Must Order in Quantities of 32***</b>						
375019	3555	37MM Multi 5 Foam Baton, 8" Long	FET & Agency PO	\$32.89	2.00%	\$32.23
375018	3555R	37MM Multi 5 Rubber Baton, 8" Long	FET & Agency PO	\$29.81	2.00%	\$29.21
375021	3556	37MM .31Cal Sting-Ball, 8" Long	FET & Agency PO	\$23.87	2.00%	\$23.39
375022	3559	37MM .60Cal Sting-Ball, 8" Long	FET & Agency PO	\$27.45	2.00%	\$26.90
375029	3565	37MM Multi 5 Wood Baton, 8" Long	FET & Agency PO	\$26.84	2.00%	\$26.30
<b>40MM MUNITIONS ***Must Order in Quantities of 32***</b>						
405083	4581	40MM Super-Sock® Bean Bag 4.8" Long	FET & Agency PO	\$34.05	2.00%	\$33.36
405077	4557	40MM Sponge, Smokeless, Spin Stabilized, 3.9" Long	FET & Agency PO	\$30.80	2.00%	\$30.18
405092	4557HV	40MM Sponge, Smokeless, Spin Stabilized, High Velocity, 3.9" Long	FET & Agency PO	\$31.79	2.00%	\$31.15
405012	4551	40MM Multi 3 Foam Baton, Smokeless, 4.8" Long	FET & Agency PO	\$31.46	2.00%	\$30.83
405018	4553	40MM .31Cal Sting-Balls, Smokeless, 4.8" Long	FET & Agency PO	\$29.65	2.00%	\$29.05
405021	4555R	40MM Multi 3 Rubber Baton, 4.8" Long	FET & Agency PO	\$29.65	2.00%	\$29.05
405016	4558	40MM .60Cal Sting-Balls, Smokeless, 4.8" Long	FET & Agency PO	\$32.67	2.00%	\$32.02
405026	4561	40MM Multi 3 Wood Baton, Smokeless, 4.8" Long	FET & Agency PO	\$29.21	2.00%	\$28.62
405001	4510	40MM Frangible Impact - Inert Powder	FET & Agency PO	\$35.97	2.00%	\$35.25
405022	4556	40MM Frangible Impact - OC Powder	FET & Agency PO	\$38.78	2.00%	\$38.00
405023	4530	40MM Frangible Impact - CS Powder	FET & Agency PO	\$38.78	2.00%	\$38.00
405097	4550	40MM Frangible Impact - Orange Marking Powder	FET & Agency PO	\$38.78	2.00%	\$38.00
<b>40MM 4557 SPONGE ACCESSORIES</b>						
405004	4500	40MM 4557 Reload Kit - 24 Shot Practice Only - 24 Cases, 8 Bands And 5 Noses	FET & Agency PO	\$481.64	2.00%	\$472.00
405008	4502	40MM 4557 Reload Kit - 72 Shot Practice Only - 72 Cases, 24 Bands And 15 Noses	FET & Agency PO	\$1,203.51	2.00%	\$1,179.44
405010	4504	40MM 4557 Reload Kit - 120 Shot Practice Only - 120 Cases, 40 Bands And 25 Noses	FET & Agency PO	\$1,791.41	2.00%	\$1,755.58
405003	4505	40MM 4557 Reload Kit - 250 Shot Practice Only - 250 Inserts, 25 Cases, 30 Bands And 30 Noses - Press Needed	FET & Agency PO	\$1,918.46	2.00%	\$1,880.09
<b>ALTERNATIVE LARGE VOLUME RELOADING SYSTEM</b>						
401031	4557-01	40MM Insert ***Must Order in Quantities of 25***	FET & Agency PO	\$4.68	2.00%	\$4.58
401034	4557-01i	40MM 1,000 Inserts (Press Not Included)	FET & Agency PO	\$4,288.52	2.00%	\$4,202.74
400017	4557-02	40MM Case W/O Insert		\$6.33	2.00%	\$6.20
400106	4557-03	40MM Driving Band		\$3.52	2.00%	\$3.45
400057	4557-04	40MM Nose/Ogive		\$6.27	2.00%	\$6.14
401032	4557RP	40MM Reload Press		\$528.99	2.00%	\$518.41
<b>ACCESSORIES</b>						
	HBLE-S1	40MM Single Side Saddle		\$65.00	2.00%	\$63.70
	HBLE-S2	40mm Double Side Saddle		\$75.00	2.00%	\$73.50
	LFG-374012	Otis 40MM Cleaning Kit		\$65.99	2.00%	\$64.67
	ACS 7290M	Trigger pouch for CTS7290M - Black		\$45.00	2.00%	\$44.10
						\$0.00
						\$0.00

# CTS 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#		DESCRIPTION	REQ DOCS	AGENCY	CONTRACT DISCOUNT %	CONTRACT PRICE
<b>CTS FLASH-BANG DEVICES</b>						
<b>AERIAL FLASH-BANGS - OUTDOOR WARNING SIGNALS</b> ***Must Order in Quantities of 25***						
405024	4090-1	40MM Aerial Flash-Bang, 100 Meter Warning Signal	FET & Agency PO	\$48.67	2.00%	\$49.67
405031	4090-2	40MM Aerial Flash-Bang, 200 Meter Warning Signal	FET & Agency PO	\$48.67	2.00%	\$49.67
405028D	4090-3	40MM Aerial Flash-Bang, 300 Meter Warning Signal	FET & Agency PO	\$48.67	2.00%	\$49.67
405088	4090-50	40MM Aerial Flash-Bang, 50 Meter Warning Signal	FET & Agency PO	\$48.67	2.00%	\$49.67
125065	2595	12GA Muzzle Bang / Priced Individually Per Cartridge	FET	\$10.19	2.00%	\$10.40
<b>NOTE</b>						
<p>The purchase of CTS Flash-Bangs, Tear Ball or Sting-Ball Grenades require copy of a training certificate stating that a sworn officer employed by the purchasing agency has been certified as an instructor in flash-bangs. To meet the requirement, CTS requires certification within four years of the date of purchase and must clearly establish the officer received instructor level training in the use of flash-bangs from a licensed manufacturer, state accredited training academy or other professional sources deemed credible, such as the National Tactical Officers Assoc.</p>						
<b>SINGLE USE FLASH-BANGS - HAND THROWN OR DEPLOYED W/ FLASH-BANG POLE</b>						
732015	7290	Flash-Bang - Steel Body / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$61.00	2.00%	\$59.78
732016	7290M	Mini-Bang® - Steel Body / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$57.20	2.00%	\$56.06
732032	7290-2	Flash-Bang, Aluminum Body, Low Roll DoubleBang™ / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$72.16	2.00%	\$70.72
732043	7290-3	Flash-Bang, Aluminum Body, <b>3 Bang</b> / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$138.22	2.00%	\$135.45
732045	7290-5	Flash-Bang, Aluminum Body, <b>5 Bang</b> / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$158.18	2.00%	\$155.02
732037	7290-7	Flash-Bang, Aluminum Body, <b>7 Bang</b> / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$171.55	2.00%	\$168.11
732039	7290-9	Flash-Bang, Aluminum Body, <b>9 Bang</b> / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$185.52	2.00%	\$181.80
732019	7290-CI	Flash-Bang - Command Initiated / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$69.91	2.00%	\$68.51
732023	7290M-CI	Mini-Bang® - Command Initiated / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$69.91	2.00%	\$68.51
720102	7290I	Initiator		\$209.88	2.00%	\$205.68
720090	7290NE	Non EI (2500Ft Spool Shock Tube)		\$698.78	2.00%	\$684.80
720097	7290S	Splicers - Qty 30		\$14.03	2.00%	\$13.74
<b>FLASH-BANG TRAINING DEVICES</b>						
732020	7290T	Flash-Bang Training Body - Blue With Left Hand Thread		\$64.85	2.00%	\$63.55
732014	7290MT	Mini-Bang® Training Body - Blue With Left Hand Thread		\$63.25	2.00%	\$61.99
201073	201FB	Flash-Bang Reload Training Fuze - Blue ***Must Order in Quantities of 35***	Agency PO	\$20.30	2.00%	\$19.89
732021	7200	Flash-Bang Training Kit - 70 Reload Trng Fuzes and 1 Free Body	Agency PO	\$1,418.56	2.00%	\$1,390.19
732055	7200M	Mini-Bang® Training Kit - 70 Reload Trng Fuzes And 1 Free Body	Agency PO	\$1,418.56	2.00%	\$1,390.19
<b>TEAR BALL GRENADES - BURSTING RUBBER BALL GRENADE</b>						
922044	9410	Inert Tear Ball Grenade / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$63.25	2.00%	\$61.99
922038	9430	CS Tear Ball Grenade / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$66.11	2.00%	\$64.79
922034	9440	OC Tear Ball Grenade / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$66.11	2.00%	\$64.79
<b>STING-BALL GRENADES</b>						
925006	9590	No Irritant Sting-Ball Grenade / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$66.72	2.00%	\$65.38
925023	9593	CS Sting-Ball Grenade - Approx. 105 Rubber Balls / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$64.85	2.00%	\$63.55
925022	9594	OC Sting-Ball Grenade - Approx. 105 Rubber Balls / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$64.85	2.00%	\$63.55
925040	9690	No Irritant Sting-Ball Grenade .61 Caliber / Priced Individually, Must Order in Quantities of 12	Agency PO & Trng Cert	\$66.72	2.00%	\$65.38
<b>STING-BALL TRAINING DEVICES</b>						
925043	9590T	Sting-Ball Training Body - Blue With Left Handed Thread		\$60.12	2.00%	\$58.91
201229	201SB	Sting-Ball Reload Training Fuze - Blue (3 Sec +/- .3 Delay) / Min. Qty 35	Agency PO	\$20.30	2.00%	\$19.89
925056	9500	Sting-Ball Training Kit - 70 Reload Trng Fuzes And 1 Free Body	Agency PO	\$1,419.50	2.00%	\$1,391.11
250009	7290KT	Training Kit, Flash-Bang (7290T, 7290Mt) Sting-Ball (9590T) Hard Case W/ Fuze Capacity		\$177.87	2.00%	\$174.31
<b>CTS BREACHING PRODUCTS</b>						
<b>12 GA DOOR BREACH</b> ***Must Order in Quantities of 25***						
125021	2570	12GA Door Breacher / Priced Individually Per Cartridge	FET	\$8.14	2.00%	\$7.98
125088-1	2577	12GA Heavy Door Breacher (Non Toxic)	FET	\$15.18	2.00%	\$14.88

# ALS 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#	DESCRIPTION	REQ DOCS	AGENCY	CONTRACT DISCOUNT %	CONTRACT PRICE
<b>ALS FLASH BANG DEVICES</b>					
ALST460	Tactical Blast Strip with 5 Meter Electric Match (Requires INITIATOR) Must Order in Quantities of 10		\$80.00	0.00%	\$80.00
ALSTCI	Command Initiator For ALST460 (minimum order quantity is 1 unit)		\$66.00	0.00%	\$66.00
TRMR-LE	Training Reloadable Maritime Ready-Law Enforcement		\$385.00	0.00%	\$385.00
ALS1208	Bore Thunder Muzzle Bang, Must order in quantities of 25		\$7.50	0.00%	\$7.50

\*\*\*All ALS products ship direct from factory ETA 60-90 days\*\*\*

# COLD FIRE 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#	DESCRIPTION	REQ DOCS	AGENCY	CONTRACT DISCOUNT %	CONTRACT
<b>COLD FIRE AEROSOLS PRODUCTS</b>					
CF302-12TL	12 oz Loop Handle CFT ASB Tactical Can, Must Order in Quantities of 12		\$26.95	2.50%	\$26.28
CF302-20TL	20 oz Loop Handle CFT ASB Tactical Can, Must Order in Quantities of 12		\$32.95	2.50%	\$32.13

## PEPPERBALL 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#	DESCRIPTION	AGENCY	CONTRACT DISCOUNT %	CONTRACT PRICE	
<b>PNEUMATIC LESS LETHAL LAUNCHERS</b>					
<b>PPC</b>	745-03-0537	PepperBall® PPC™ 13cu HPAKit (1 PPC, Three 10 RoundMagazines, Soft Case, HPABottle, HPA Adapter with On/Off, andAdjustable Stock)	\$1,045.00	5.00%	\$992.75
	745-03-0538	PepperBall® PPC™ 88g Kit (1 PPC, Three 10 Round Magazines, Soft Case, 88g ASA Adapter with On/Off, 2 Ct. 88g CO Pre-Fill Cartridges, and Adjustable Stock)	\$990.00	5.00%	\$940.50
<b>PPC ACCS</b>	540-01-0503	PepperBall® PPC Soft Case	\$64.90	5.00%	\$61.66
	452-01-0002	PepperBall® PPC 10 round Magazine	\$33.00	5.00%	\$31.35
<b>FTC</b>	720-01-0002	PepperBall® FTC™ Basic - Black (Gravity Hopper & Single Point Sling)	\$650.10	5.00%	\$617.60
	720-03-0002	PepperBall® FTC™ Basic - Yellow (Gravity Hopper & Single Point Sling)	\$650.10	5.00%	\$617.60
<b>FTC ACCS</b>	430-01-0180	PepperBall® Gravity Hopper - 160 Round Capacity - Black	\$19.80	5.00%	\$18.81
	410-01-0001	PepperBall® SplitShot™	\$90.20	5.00%	\$85.69
	520-01-0001	PepperBall® SplitShot™ Molle Pouch	\$19.80	5.00%	\$18.81
	530-01-0001	PepperBall® Single Point Sling	\$33.00	5.00%	\$31.35
	540-01-0001	PepperBall® FTC™ Soft Side Case	\$64.90	5.00%	\$61.66
	920-01-0009	PepperBall® FTC™ Maintenance Kit	\$91.30	5.00%	\$86.74
<b>TAC-SA ACCS</b>	721-01-0005	PepperBall® TAC-SA™ - Black - Semi Auto(Gravity Hopper & Two Point Sling, in TAC-SF™ Hard Case)	\$1,039.50	5.00%	\$987.53
	721-03-0005	PepperBall® TAC-SA™ - Yellow - Semi Auto(Gravity Hopper & Two Point Sling, in TAC-SF™ Hard Case)	\$1,039.50	5.00%	\$987.53
<b>TAC-SA ACCS</b>	G20-0027	PepperBall® TAC-SA™ Hard Case	\$116.60	5.00%	\$110.77
	370-01-0002	PepperBall® 30 Cubic Inch HPA Tank	\$129.80	5.00%	\$123.31
	530-01-0002	PepperBall® Two-Point Sling	\$33.00	5.00%	\$31.35
	430-01-0006	PepperBall® EL-2™ Electronic Hopper - 160 Projectile Capacity - Black	\$155.10	5.00%	\$147.35
	430-01-0180	PepperBall® Gravity Hopper - 160 Round Capacity - Black	\$19.80	5.00%	\$18.81
	<b>VKS</b>	743-01-0002	PepperBall® VKS Pro™ - Black, No Hopper(Two 15-Round Magazines - Black, in VKS™ Hard Case)	\$1,280.00	5.00%
743-03-0002		PepperBall® VKS Pro™ - Yellow, No Hopper(Two 15-Round Magazines - Yellow, in VKS™ Hard Case)	\$1,299.00	5.00%	\$1,234.05
744-01-0004		PepperBall® VKS PRO PLUS™ - Black, No Hopper (Two 15-Round Magazines - Black, in VKS™ Case)	\$1,559.80	5.00%	\$1,481.81
744-03-0004		PepperBall® VKS PRO PLUS™ - Yellow, No Hopper (Two 15-Round Magazines - Yellow, in VKS™ Case)	\$1,559.80	5.00%	\$1,481.81
<b>VK ACCS</b>	430-01-0006	PepperBall® EL-2™ Electronic Hopper - 160 Projectile Capacity - Black	\$155.10	5.00%	\$147.35
	450-01-1780	Option: PepperBall® One VKS Pro™ 15-Round Magazine - Black	\$33.00	5.00%	\$31.35
	450-03-1779	Option: PepperBall® One VKS Pro™ 15-Round Magazine - Yellow	\$33.00	5.00%	\$31.35
	920-01-0001	PepperBall® VKS Pro™ Maintenance Kit	\$91.30	5.00%	\$86.74
<b>BLAST</b>	711-01-0557	PepperBall® Blast™ - INERT 5 Pack (BLAST launchers loaded with INERT)	\$104.50	5.00%	\$99.28
	711-01-0556	PepperBall® Blast™ - LIVE-X™ 5 Pack (BLAST launchers loaded with LIVE-X)	\$143.00	5.00%	\$135.85
	190-01-0521	PepperBall® Blast™ 10 ct. refill - INERT (10 INERT refill barrels and 10 nitrogen cartridges)	\$126.50	5.00%	\$120.18
	190-01-0520	PepperBall® Blast™ 10 ct. refill - LIVE-X™ (10 LIVE-X refill barrels and 10 nitrogen cartridges)	\$198.00	5.00%	\$188.10



## PEPPERBALL 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#	DESCRIPTION	AGENCY	CONTRACT DISCOUNT %	CONTRACT PRICE	
<b>PROJECTILES</b>					
<b>ROUND</b>	100-84-0375	PepperBall® INERT™ Powder Projectiles - 375 ct.	\$355.30	5.00%	\$337.54
	103-80-0090	PepperBall® LIVE™ PAVA (OC) Powder Projectiles - 90 ct.	\$275.00	5.00%	\$261.25
	103-80-0375	PepperBall® LIVE™ PAVA (OC) Powder Projectiles - 375 ct.	\$1,063.70	5.00%	\$1,010.52
	104-81-0090	PepperBall® LIVE-X™ PAVA (OC) Powder Projectiles - 90 ct.	\$354.20	5.00%	\$336.49
	104-81-0375	PepperBall® LIVE-X™ PAVA (OC) Powder Projectiles - 375 ct.	\$1,368.40	5.00%	\$1,299.98
	112-01-0010	PepperBall® Glass Breaker Solid Projectiles - 10 ct.	\$29.70	5.00%	\$28.22
	112-01-0100	PepperBall® Glass Breaker Solid Projectiles - 100 ct.	\$289.85	5.00%	\$275.36
	120-04-0090	PepperBall® Pink Washable Liquid Marking Projectiles - 90 ct.	\$89.10	5.00%	\$84.65
	120-04-0375	PepperBall® Pink Washable Liquid Marking Projectiles - 375 ct.	\$354.75	5.00%	\$337.01
	105-92-0375	PepperBall® LIVE MAXX™ PAVA (OC) Powder Projectiles - 375 ct.	\$2,750.00	5.00%	\$2,612.50
	105-92-0090	PepperBall® LIVE MAXX™ PAVA (OC) Powder Projectiles - 90 ct.	\$712.80	5.00%	\$677.16
<b>VXR</b>	141-07-0050	PepperBall® VXR™ INERT™ Powder Projectiles - 50 ct.	\$183.70	5.00%	\$174.52
	142-81-0050	PepperBall® VXR™ LIVE-X™ PAVA (OC) Powder Projectiles - 50 ct.	\$236.50	5.00%	\$224.68
	140-05-0050	PepperBall® VXR™ Blue Ink Marking Liquid Projectiles - 50 ct.	\$183.70	5.00%	\$174.52
	149-01-0050	PepperBall® VXR™ LIVE MAXX™ PAVA (OC) Powder Projectiles - 50 ct.	\$475.20	5.00%	\$451.44
<b>AIR SUPPLY</b>					
<b>ROUND</b>	378-01-0002	PepperBall® SCUBA Air Fill Kit - SCUBA Tank, Air Fill Adapter & Whip	\$353.10	5.00%	\$335.45
	378-03-0001	PepperBall® SCUBA Tank w/Harrison Valve - Yellow	\$295.90	5.00%	\$281.11
	340-01-0003	PepperBall® Air Fill Adapter & Whip	\$89.10	5.00%	\$84.65
	340-01-2920	PepperBall® Air Fill Whip	\$18.15	5.00%	\$17.24
	370-01-0013	PepperBall® 13 Cubic Inch HPA Tank - Black	\$83.05	5.00%	\$78.90
	370-01-0002	PepperBall® 30 Cubic Inch HPA Tank - Black	\$129.80	5.00%	\$123.31
	370-01-0062	PepperBall® 62 Cubic Inch HPA Tank - Black	\$154.00	5.00%	\$146.30
	380-10-0001	PepperBall® 88 Gram CO 2 Ct.2	\$26.95	5.00%	\$25.60
	412-01-0003	PepperBall® 88 Gram CO On/Off Adapter2	\$50.60	5.00%	\$48.07
<b>ACCESSORIES</b>					
<b>GENERAL</b>	410-01-0001	PepperBall® SplitShot™	\$90.20	5.00%	\$85.69
	520-01-0001	PepperBall® SplitShot™ Molle Pouch	\$19.80	5.00%	\$18.81
	A30-0001	Trinity Peep Sight	\$33.00	5.00%	\$31.35
	430-01-0001	PepperBall® Speed Pod Loader	\$17.05	5.00%	\$16.20
	550-01-0001	PepperBall® Patriot 450 Riot Control Vest - Expansion Kit	\$397.10	5.00%	\$377.25
<b>SERVICE &amp; MAINTENANCE KITS</b>					
<b>ROUND</b>	920-01-0002	PepperBall® 13 Cubic Inch HPA Bottle O-Ring (100 pack)	\$47.30	5.00%	\$44.94
	920-01-0003	PepperBall® Fill Adapter O-Ring (50 pack)	\$18.15	5.00%	\$17.24
	930-01-0001	PepperBall® 2 oz. HPA Oil	\$9.90	5.00%	\$9.41

## ROYAL ARMS 2023 WASHINGTON STATE CONTRACT PRICE LIST

PART#	DESCRIPTION	REQ DOCS	AGENCY	CONTRACT DISCOUNT %	CONTRACT
<b>ROYAL ARMS BREACHING PRODUCTS</b>					
12 GA DOOR BREACH ***Must Order in Quantities of 25***					
TESAR SF	Green Cap, 400 Gr. Copper Hybrid of TESAR#1 & TESAR#3		\$6.00	2.50%	\$5.85
TESAR HD	Blue Cap, 500 Gr. Copper Hybrid of TESAR#2, 4 & 5		\$6.00	2.50%	\$5.85
TESAR 1	Orange Cap, 275 Gr. Copper Frangible (Wood Door Lock and Hinge)		\$6.00	2.50%	\$5.85
TESAR 2	Black Cap, 425 Gr. Copper Frangible (Steel Door Lock and Hinge)		\$6.00	2.50%	\$5.85
TESAR 4	Yellow Cap, 750 Gr. Copper/S70 (Class 3 Heavy Lock and Hinge)		\$6.00	2.50%	\$5.85
HP CUTTER	Purple Cap, 450 Gr. Steel Slug Non Frangible, Cuts Re-bar, Steel plate		\$6.00	2.50%	\$5.85
FB82-H	Red Cap, Flash Bang Hard Diversionary / Distraction / Breaching		\$6.00	2.50%	\$5.85
FBC	Brown Cap, Flash Bang Cartridge for FBG-Mk1,2,3 Devices		\$6.00	2.50%	\$5.85
MB70-S	White Cap, Flash Bang Soft Diversionary / Distraction		\$6.00	2.50%	\$5.85
FTR-P1	Clear Cap, Frangible Training Round Poly Shot		\$4.00	2.50%	\$3.90
<b>ROYAL ARMS FLASH-BANG PRODUCTS</b>					
FBG-MK4-KB	FBG-MK4 NFDD FLASH BANG TRAINER (BASIC KIT)		\$349.00	2.50%	\$340.28
FBG-MK4KA	FBG-MK4 NFDD FLASH BANG TRAINER (ADVANCED KIT)		\$449.00	2.50%	\$437.78
STI	STI SHOCK TUBE IGNITER SINGLE PEN NAV		\$224.99	2.50%	\$219.37
RDI	RDI ROYAL DUAL INITIATOR SHOCK TUBE		\$599.00	2.50%	\$584.03










# 15322 Contract-HBLE

Final Audit Report

2022-11-28

Created:	2022-11-24
By:	Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACg2zFWZuqymMfl_O9-LDbgfaYDUJZwkR

## "15322 Contract-HBLE" History

-  Document created by Brad Strinfellow (Brad.Stringfellow@des.wa.gov)  
2022-11-24 - 1:19:17 AM GMT
-  Document emailed to jason@hurricanebutterfly.net for signature  
2022-11-24 - 1:24:22 AM GMT
-  Email viewed by jason@hurricanebutterfly.net  
2022-11-28 - 4:43:18 PM GMT
-  Signer jason@hurricanebutterfly.net entered name at signing as Jason M. Wong  
2022-11-28 - 4:44:03 PM GMT
-  Document e-signed by Jason M. Wong (jason@hurricanebutterfly.net)  
Signature Date: 2022-11-28 - 4:44:05 PM GMT - Time Source: server
-  Document emailed to Elena McGrew (elena.mcgreg@des.wa.gov) for signature  
2022-11-28 - 4:44:07 PM GMT
-  Email viewed by Elena McGrew (elena.mcgreg@des.wa.gov)  
2022-11-28 - 4:44:32 PM GMT
-  Document e-signed by Elena McGrew (elena.mcgreg@des.wa.gov)  
Signature Date: 2022-11-28 - 8:10:19 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-28 - 8:10:19 PM GMT