CITY OF LYNNWOOD

Request for Quote

RFQ # 2547

Seized Weapons Trade for Police Equipment

Date issued: May 27th, 2015
1. INTRODUCTION

1(A) City Information

The City of Lynnwood (the “City”) is located in South Snohomish County approximately fifteen (15) miles north of Seattle and twelve (12) miles south of Everett. The City serves as the primary business center of south Snohomish County. The City has a population of over 35,000 and encompasses almost eight (8) square miles in Snohomish County. A mayor-council form of government administers the City with seven (7) elected Council members and an elected Mayor. The City’s approximately 324 regular full-time employees, 17 regular part-time employees, and 139 part-time/seasonal employees provide an array of services including police, fire protection, emergency medical services, water distribution, sewage collection and treatment, street construction and maintenance, and parks and recreational facilities including a pool, a senior center, and a golf course. The City also has a municipal court and a jail facility that provide services locally and to other governmental agencies.

The Mayor directs all City operations. The City’s address is 19100 44th Avenue West, P.O. Box 5008, Lynnwood WA 98046-5008.

The City has nine (9) central departments: Fire; Police; Human Resources; Public Works; Municipal Court; Economic Development; Administrative Services; Parks, Recreation and Cultural Arts; and Community Development.

For more information about the City of Lynnwood, visit http://www.ci.lynnwood.wa.us
1(B) Specifications

The following specifications describe a firearms and equipment trade program. The City of Lynnwood desires to trade the entire lot of used weapons listed as described in section 4(A) for equipment and/or ammunition examples of which are listed in section 4(B).

Consideration will be given to a Vendor who meets the following evaluation criteria and who:

- Offers both an attractive price on used weapons as well as having the ability to obtain equipment and/or ammunition that the Lynnwood Police Department (LPD) may wish to acquire in trade.
- Accepts the entire lot of seized weapons without exception.
- Demonstrates bona fide experience dealing with Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) and other relevant government agencies.
- Offers acceptable delivery time on equipment/ammunition selected by the LPD to be received in trade.
- Is an eligible, licensed firearms dealer, certified and licensed for the sale and distribution of weapons in the State of Washington.

Trade-In Weapons – Section 4(A)
All weapons shall be sold as-is/where-is and with all faults. It is the successful Vendor’s responsibility to remove the weapons from City property within thirty (30) days of award of this contract. All firearms shall be removed together. If the entire lot cannot be removed, then the firearms with the least value shall be removed first and the most valuable firearms shall be removed last. Any illegal or unsafe weapons shall be destroyed in a manner consistent with federal and state law. Records shall be kept accordingly.

Vendors shall offer a price for each weapon on the attached list in 4(A), but the entire lot of weapons will be traded as a whole. Therefore if an individual weapon has no value, a Vendor should submit a RFQ bid of $0.00 for it. The successful Vendor shall be required to accept the entire lot.

Purchase of New Equipment/Ammunition – Section 4(B)
The equipment and/or ammunition listed in 4(B) of this RFQ are examples of items needed by the LPD. Upon determination of the amount of revenue generated from section 4(A) of this specification (seized weapons) the LPD will determine what equipment/ammunition and the quantities desired in trade. Equipment/ammunition promised in trade must be received within ninety (90) days of purchase order date.
1(C) RFQ Cover Sheet

CITY OF LYNNWOOD
RFQ No. 2547
Seized Weapons Trade for Police Equipment
Response Cover Sheet

1. Has your company operated at least one (1) year without interruption? ☐ Yes ☐ No
2. Has an owner of your company been convicted of a crime within the past ten (10) years? ☐ Yes ☐ No
3. Does any employee or official of the City have any financial or other interest in your firm? ☐ Yes ☐ No
4. Does your company maintain insurance in amounts specified by City contract? (If no, this does not necessarily eliminate vendor from submittal): ☐ Yes ☐ No
   If no describe differences: ________________________________________
5. Are there any claims pending against this insurance policy? ☐ Yes ☐ No
   If yes, describe: ________________________________________________
6. Does your company maintain Professional Liability insurance? ☐ Yes ☐ No
7. Has your company been in bankruptcy, reorganization or receivership in the last five (5) years? ☐ Yes ☐ No
8. Has your company been disqualified by any public agency from participation in public contracts? ☐ Yes ☐ No
9. Is your company licensed to do business in the State of Washington? ☐ Yes ☐ No

Undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this requirement.

The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the vendor’s representative who is legally authorized to contractually bind the vendor.

FULL LEGAL NAME OF COMPANY _______________________________________

TYPE OF BUSINESS □ Corporation □ Partnership (general) □ Partnership (limited)
   □ Sole Proprietorship □ Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): _____________________________

ADDRESS _______________________________________________________

CITY/STATE/ZIP ___________________________________________________

EMAIL ADDRESS: _________________________________________________

PHONE ____________________________________ FAX ________________

NAME (PLEASE PRINT) __________________________ TITLE ___________

SIGNED ___________________________ DATE __________________

LYNNWOOD BUSINESS LICENSE – To be obtained at award by the apparent successful vendor and at the vendor’s expense. The successful vendor is responsible for compliance with Lynnwood business license requirements per LMC 5.06.01b, and 5.06.04b. Vendors may call 425-670-5159 for business license information.
1(D) RFQ No Response Form

CITY OF LYNNWOOD
RFQ No. 2547
Seized Weapons Trade for Police Equipment
No Bid Form

Dear Prospective Vendor:

If you decide not to submit a response to this RFQ, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a bid in response to this solicitation:

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

FULL LEGAL NAME OF COMPANY

________________________________________________________________________________

ADDRESS

________________________________________________________________________________

CITY/STATE/ZIP

________________________________________________________________________________

EMAIL ADDRESS:

________________________________________________________________________________

PHONE

________________________________________________________________________________

FAX

________________________________________________________________________________

NAME (PLEASE PRINT)

________________________________________________________________________________

TITLE

________________________________________________________________________________

SIGNED

________________________________________________________________________________

DATE

________________________________________________________________________________

Thank you for your assistance. Please mail, email or fax this document to:

City of Lynnwood
Purchasing Division
Attn: Paul Bridges
PO Box 5008
Lynnwood, WA 98046-5008
Fax: (425) 771-6144
pbridges@ci.lynnwood.wa.us
2. RFQ instructions and information

2(A) RFQ Timeline

<table>
<thead>
<tr>
<th>Day/Date</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>5/27/15</strong></td>
<td>RFQ placed on City of Lynnwood website and an email announcement sent to all known vendors.</td>
</tr>
<tr>
<td><strong>6/2/15 between 10:00am and 12:00pm</strong></td>
<td>Equipment may be viewed, if applicable, for trade-in valuation at City of Lynnwood’s Evidence facility located at 7014 196th St. S.W. Building #1, Lynnwood, WA 98036</td>
</tr>
<tr>
<td><strong>6/4/15</strong></td>
<td>Vendors’ written questions due to the RFQ contact (Section 2C) using the format in Section 5.</td>
</tr>
<tr>
<td><strong>6/9/15</strong></td>
<td>Answers to vendors’ written questions due from the City by close of business.</td>
</tr>
<tr>
<td><strong>6/11/15 by 2:00p.m.</strong></td>
<td>RFQ responses due to the Purchasing and Contracts Division at City Hall located at 19100 44th Ave. W., Lynnwood, WA 98036. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of quotations. Quotations shall not be delivered by facsimile transmission or other telecommunication or electronic means.</td>
</tr>
<tr>
<td><strong>6/15/15</strong></td>
<td>Vendors’ bids verified, tabulated and posted on the City’s website.</td>
</tr>
<tr>
<td><strong>6/15/15</strong></td>
<td>Award to apparent successful RESPONSIBLE AND RESPONSIVE vendor is made.</td>
</tr>
<tr>
<td></td>
<td>References may be contacted at the City of Lynnwood’s discretion.</td>
</tr>
</tbody>
</table>
2(C) RFQ Contact

<table>
<thead>
<tr>
<th>Paul Bridges</th>
<th>Buyer</th>
</tr>
</thead>
</table>

**Physical Address:**
19100 44th Avenue West  
Lynnwood, WA 98036

**Mailing Address:**
P.O. Box 5008  
Lynnwood, WA 98046-5008

**Email address:**
pbridges@ci.lynnwood.wa.us

Any and all communication to the buyer relative to this requirement must be via email.
2(D) RFQ Evaluation Criteria

If an award is made as a result of this RFQ, it shall be awarded to the vendor whose quotation is most advantageous to the City with price and other factors including, but not limited to, Responses to the RFQ questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at vendor’s site (if applicable), product samples which the City may, at its discretion, request as part of the RFQ process; any additional criteria deemed appropriate by the City which would lend itself to establishing the service provider’s viability to perform the work as outlined in this RFQ.

When determining whether a vendor is responsible, or when evaluating a vendor’s quotation, the following factors will be considered, any one of which will suffice to determine if a vendor is either not a responsible vendor or if the vendor’s quotation is not the most advantageous to the City:

2(D)1 The ability, capacity and skill of the vendor to perform the contract or provide the service required.

2(D)2 The character, integrity, reputation, judgment, experience and efficiency of the vendor.

2(D)3 Whether the vendor can perform the contract within the time specified.

2(D)4 The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor’s failure to perform satisfactorily or complete any written contract. The City’s termination for default of a previous contract with a vendor shall be deemed to be such a failure.

2(D)5 The previous and existing compliance by the vendor with laws relating to the contract or services.

2(D)6 Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.

2(D)7 The vendor is not qualified for the work or to the full extent of the RFQ.

2(D)8 There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.

2(D)9 The vendor failed to settle bills for labor or materials on past or current public or private contracts.

2(D)10 The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.

2(D)11 The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award
or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City’s sole option and discretion, for termination for default subsequent to award or execution of the contract.

2(D)12 More likely than not, the vendor will be unable, financially or otherwise, to perform the work.

2(D)13 At the time of RFQ award, the apparent successful vendor must obtain a City of Lynnwood business license. Failure to do so will constitute a determination that the vendor is not responsive and may be disqualified.

2(D)14 Such other information as may be secured having a bearing on the decision to award the contract.

2(D)15 Any other reason deemed proper by the City.
2(E) Notices and Response Criteria

2(E)1 Good Faith
This RFQ has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

2(E)2 Right to Cancel
The City reserves the right to change any aspect of, terminate, or delay this RFQ, the RFQ process and/or the program which is outlined within this RFQ at any time, and notice shall be given in a timely manner thereafter.

2(E)3 Not an Award
Recipients of this RFQ are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E)4 Property of the City
Responses to this RFQ will become the property of the City, and will form the basis of negotiations of an agreement between the CITY and the apparent successful vendor.

2(E)5 City not Liable for Costs
The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFQ responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFQ finalists to the City.

2(E)6 City's Expectations
During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFQ finalist and successful vendor.

2(E)7 Waiver of Minor Administrative Irregularities
The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any quotation.

2(E)8 Single Response
A single response to the RFQ may be deemed a failure of competition, and in the best interest of the City, the RFQ may be cancelled.

2(E)9 Quotation Rejection: No Obligation to Buy
The City reserves the right to reject any or all quotations at any time without penalty. The City reserves the right to refrain from contracting with any vendor. The release of this RFQ does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits or proceeding with an award.

2(E)10 Withdrawal of Quotations
Vendors may withdraw a quotation that has been submitted at any time up to the quotation closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFQ Contact. The vendor may submit another quotation at any time up to the quotation closing date and time.
2(E)11 Non-Endorsement
As a result of the selection of a vendor to supply products and/or services to the City is neither endorsing nor suggesting that the vendor’s product is the best or only solution. The vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2(E)12 Proprietary Quotation Material
Any information contained in the quotation that is proprietary must be clearly designated. Marking the entire quotation as proprietary will be neither accepted nor honored. If a request is made to view a vendor’s quotation, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the quotation, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2(E)13 Errors in Quotation
The City will not be liable for any errors in vendor quotations. Vendors will not be allowed to alter quotation documents after the deadline for quotation submission.

The City reserves the right to make corrections or amendments due to errors identified in quotations by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their quotations.

If, after the opening and tabulation of quotations, a vendor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFQ contact will review the work sheets and if the RFQ Contact is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved his/her quotation.

After opening and reading quotations, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any quotation item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

2(E)14 Cooperative Purchasing
RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions). Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Lynnwood and which are actively participating may purchase from City of Lynnwood contracts, provided that the Vendor has agreed to such participation. Each bidder shall indicate on the bid submittal form if it will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Lynnwood. The City of Lynnwood does not accept any responsibility for orders issued by other public agencies.

Public agencies desiring to use Lynnwood’s contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Lynnwood, as required by RCW 39.34. Only those public agencies that have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be in effect by an order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the City of Lynnwood.

The City of Lynnwood accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of Lynnwood accepts no responsibility for payment
of the purchase price for any public agency. The vendor understands that any potential orders relative to a contract issued as a result of this RFQ, will be administered through and by the vendor.

2(E)15 Bid Bond – A bid bond is not required.

2(E)16 Performance Bond -- A performance bond is not required.

2(E)17 Payment Bond – A payment bond is not required.

2(E)18 Funding
Any contract entered into as a result of this RFQ is contingent upon the continued funding by the City of Lynnwood.

2(E)19 Terms of Payment
The City’s terms of payment are Net 30. Payment will be made within thirty (30) days upon receipt of an undisputed invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments. All invoices must be submitted to:

City of Lynnwood
Accounts Payable
P O Box 5008
Lynnwood, WA 98045-5008

2(E)20 Title VI of the Civil Rights Act of 1964
The City of Lynnwood in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
NON-COLLUSION CERTIFICATION

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed vendor has not divulged to nor discussed or compared his/her quotation with other vendors and has not colluded with any other vendor or parties to quotation whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable.

Company Name:______________________________________________________________

Mailing Address:_____________________________________________________________

City, State, Zip:_______________________________________________________________

Date:______________________________

Authorized Signature:_________________________________________________________

Typed/Printed Name:___________________________________________________________

Title: _____________________________________________________________________
3. QUESTIONS

3(A) Requirements

Federal Firearms Dealer License #

Please describe your experience dealing with Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) and other government agencies for which you may have performed a similar service. Include references and phone numbers. (You may attach additional sheets):


3(B) General Questions

1. Do you meet our business size requirements? We prefer not to represent more than 30% of any vendor’s total revenue.

2. How many years has your company been in business? How long have you been providing this type of equipment?

3. How many employees do you have? What is the total years’ experience your employees have in this profession; what is the average?

4. State the type of ownership of your company. Give the State and date of your incorporation if applicable. List headquarters and regional / full-service office locations, and website address.

5. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

6. Describe any other value-added services your company is capable of providing.
4. PRICING SCHEDULE

4(A) RFQ SUBMITTAL SHEET

Please provide itemized Firearms Trade List (see attachment) with proposed bid prices for each item.

4(B) PURCHASE OF NEW FIREARMS, AMMUNITION AND EQUIPMENT

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended</th>
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<tbody>
<tr>
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<td>To Be Determined</td>
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</tbody>
</table>

SUBTOTAL PART B: $  
PART A and PART B: $  
Wash. St. Sales Tax: $  
TOTAL: $
5. QUESTION SUBMITTAL FORM

Questions regarding this RFQ must be submitted in writing, in electronic form (MS Word), on the form provided in this Section 5 (below) and returned via: email to the RFQ Contact listed in Section 2(C), and only during the allotted timeframe detailed in the timeline, Section 2(A). Only ONE question per form is permitted; duplication of the form is acceptable in the event you have additional questions.

Answers to all pertinent questions from all Vendors will be returned to all RFQ participants without identifying the Vendor making the inquiry.

START BELOW HERE --- use “CUT” and then “PASTE” to another MS Word document

<table>
<thead>
<tr>
<th>RFQ No. 2547</th>
<th>Seized Weapons Trade for Police Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Questions Form</td>
<td></td>
</tr>
<tr>
<td>RFQ Section and Paragraph:</td>
<td>RFQ Page Number:</td>
</tr>
<tr>
<td>Submitted By:</td>
<td>Date Submitted:</td>
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<tr>
<td>Email:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
</tbody>
</table>

Question:

All vendors are required to direct their questions to the RFQ Contact listed in Section 2(C). Only one question per form is permitted.
6. RFQ RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format:

1. Vendor shall create one original response (labeled "original") with original signature.

2. The RFQ name must be shown on the lower left-hand corner of the envelope.

3. The vendor shall submit the required documentation in the following order:

<table>
<thead>
<tr>
<th>Tab #</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1C</td>
<td>RFQ Cover Sheet</td>
</tr>
<tr>
<td>2</td>
<td>2F</td>
<td>Non-Collusion Certification</td>
</tr>
<tr>
<td>3</td>
<td>3A</td>
<td>Answers to Requirements Questions</td>
</tr>
<tr>
<td>4</td>
<td>3B</td>
<td>Answers to General Questions</td>
</tr>
</tbody>
</table>

This checklist is intended merely as an aid to the Vendor in providing a response to this RFQ. The Vendor retains the sole responsibility for accuracy and completeness of the response.
<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Serial Number</th>
<th>Bid Price</th>
<th>Date</th>
<th>Fund</th>
<th>Notes</th>
<th>Location</th>
<th>Status</th>
<th>Case Number/P/R/S</th>
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<tbody>
<tr>
<td>2015</td>
<td>City of Lynwood Trade Disposal List</td>
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<tr>
<td>Item</td>
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<td>1</td>
<td>Trade wall</td>
<td>Cisd 6/11/2014</td>
<td>5730</td>
<td>Stainless</td>
<td>8978</td>
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