



Finance and Business Operations Division
 Procurement and Contract Services Section
 Department of Executive Services

CNK-ES-0340
 3rd Floor
 401 5th Avenue
 Seattle, WA 98104

206-263-9400
 206-296-7676 Fax
 TTY Relay: 771
www.kingcounty.gov

VENDOR:

EMERALD CITY MOVING & STORAGE
 20024 87TH AVE S
 KENT, WA 98031

SHIP TO

KC DEPARTMENT OF EXEC SERVICES
 PROCUREMENT-GOODS & SERVICES
 401 5TH AVE, CNK-ES0340
 SEATTLE, WA 98104
 United States

BILL TO

KC DEPARTMENT OF EXEC SERVICES
 ACCOUNTS PAYABLE, 3RD FL
 401 5TH AVE, CNK-ES0320
 SEATTLE, WA 98104
 United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	5	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
27-FEB-07	P, Oquist	
DATE OF REVISION	BUYER	
30-DEC-10	M Schumacher	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	15607	21%30DAYS/NET31DAYS	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 796-3900	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	CHANGE ORDER #5 (12/30/10)					1
	<p>THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT FOR FURNISHING MOVING SERVICES FOR ALL INTER/INTRA BUILDING OFFICE RELOCATIONS AS THE PRIMARY VENDOR AS REQUESTED BY AUTHORIZED KING COUNTY AGENCIES, DEPARTMENTS AND DIVISIONS DURING THE PERIOD FEBRUARY 23, 2011 THROUGH FEBRUARY 22, 2012, IN ACCORDANCE WITH KING COUNTY ITB 13206-ART AND RESPONDING BID OF EMERALD CITY MOVING SERVICES, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>ESTIMATED TOTAL AMOUNT NOT TO EXCEED \$100,000.00</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.</p> <p>VENDOR CONTACT: 253-796-3900</p> <p>PROMPT PAYMENT DISCOUNT IS 21% 29 DAYS NET 30.</p> <p>Purchase Agreement</p>					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Luch
 Authorized signature



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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	5	2
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CREATION DATE	BUYER	
27-FEB-07	P, Oquist	
DATE OF REVISION	BUYER	
30-DEC-10	M Schumacher	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	15607	21*30DAYS/NET31DAYS	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 796-3900	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Effective From: 23-FEB-07 To: 22-FEB-12	Amount Agreed:					

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Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
 Authorized signature

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee given by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.



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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	4	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
27-FEB-07	P, Oquist	
DATE OF REVISION	BUYER	
07-DEC-09	M Schumacher	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	15607	21%30DAYS/NET31DAYS	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 796-3900	

JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>CHANGE ORDER #4 (01/28/10)</p> <p>THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT FOR FURNISHING MOVING SERVICES FOR ALL INTER/INTRA BUILDING OFFICE RELOCATIONS AS THE PRIMARY VENDOR AS REQUESTED BY AUTHORIZED KING COUNTY AGENCIES, DEPARTMENTS AND DIVISIONS DURING THE PERIOD FEBRUARY 23, 2010 THROUGH FEBRUARY 22, 2011, IN ACCORDANCE WITH KING COUNTY ITB 13206-ART AND RESPONDING BID OF EMERALD CITY MOVING SERVICES, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>ESTIMATED TOTAL AMOUNT NOT TO EXCEED \$100,000.00</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.</p> <p>VENDOR CONTACT: 253-796-3900</p> <p>PROMPT PAYMENT DISCOUNT IS 21% 29 DAYS NET 30.</p>						

Purchase Agreement

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ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature



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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	4	2
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CREATION DATE	BUYER	
27-FEB-07	P, Oquist	
DATE OF REVISION	BUYER	
07-DEC-09	M Schumacher	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	15607	21%30DAYS/NET31DAYS	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 796-3900	

JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Effective From: 23-FEB-07 To: 22-FEB-11	Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

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Authorized signature

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

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Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

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Shipping Instructions: All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.



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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	3	1

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CREATION DATE	BUYER
27-FEB-07	P, Oquist
DATE OF REVISION	BUYER
03-DEC-09	M Schumacher

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	15607	21%30DAYS/NET31DAYS	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 796-3900	

JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>CHANGE ORDER #3 (12/03/09)</p> <p>THIS CHANGE ORDER IS ISSUED TO:</p> <p style="text-align: center;">*</p> <p>- INCORPORATE FEMA LANGUAGE; AND</p> <p>- INCORPORATE CONTRACT AMENDMENT NO. 1,</p> <p style="text-align: center;">*</p> <p>BOTH ATTACHED AND FORMING A PART OF THIS CONTRACT.</p> <p style="text-align: center;">*</p> <p>ESTIMATED TOTAL AMOUNT NOT TO EXCEED \$100,000.00</p> <p style="text-align: center;">*</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.</p> <p style="text-align: center;">*</p> <p>VENDOR CONTACT NO. (253) 796-3900</p> <p>PROMPT PAYMENT DISCOUNT IS 21% 29 DAYS NET 30.</p> <p>Purchase Agreement Effective From: 23-FEB-07 To: 22-FEB-10</p>						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

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ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

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All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

1.1 Federal and State Contracting Provisions (FEMA)

It is the contractor's responsibility to comply with all state and federal law in performing the tasks undertaken with respect to this contract. As applicable and required by Federal and State Law, the following provisions and references are included in this contract:

A. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subcontracts in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

C. Contract Work Hours and Safety Standards Act (40 U.S.C 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- E. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contractors and subcontracts of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who are awarded contracts of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- G. Public Law 88-352, Title VI of the Civil Rights Act of 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1)

The Contractor must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- H. Section 504 of the Rehabilitation Act, 1973, as amended (29 U.S.C. 794)

The Contractor must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

- I. Americans With Disabilities Act (42 U.S.C. 12101, et seq.)

The Contractor shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Contractor in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

- J. The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58)

The Contractor shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Contractor must also submit environmental certifications to King County when requesting that funds be released for the project. The Contractor must certify that the proposed project will not significantly impact the environment and that the Contractor has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

K. Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961 et seq.)

The Contractor shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

The Contractor, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the Contractor may take into account economic, environmental and other pertinent factors.

L. Executive Order 11988, May 24, 1977: Floodplain Management (42 F.R. 26951 et seq)

The Contractor shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the Contractor proposes to conduct, support or allow an action to be located in a floodplain, the Contractor must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the Contractor must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

M. The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271 et seq.)

The Contractor shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

N. Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 et seq.)

The Contractor shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

O. The Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.)

The Contractor shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.

- P. The Reservoir Salvage Act of 1960, as amended by the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469 et seq.)
- Under the Reservoir Salvage Act, the Contractor must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the Contractor finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the Contractor must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.
- Q. The Archaeological and Historical Data Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)
- The Contractor shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.
- R. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349)
- The Contractor must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.
- S. The Federal Water Pollution Control Act of 1972, As Amended, Including The Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251 et seq.)
- The Contractor must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.
- T. The Solid Waste Disposal Act, as amended by The Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.)
- The Contractor must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.
- U. The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. Section 661 et seq.)
- The Contractor must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.
- V. Relocation Assistance and Real Property Acquisition Policy, Chapter 8.26 RCW
- The Contractor shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

W. State Environmental Policy Act (SEPA), Chapter 43.21 (C) RCW

The Contractor shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.

X. Noise Control, Chapter 70.107 RCW

The Contractor shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Y. Shoreline Management Act of 1971, Chapter 90.58 RCW

The Contractor shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

Z. State Building Code, Chapter 19.27 RCW; Energy Related Building Standards, Chapter 19.27A RCW; and Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW

The Contractor shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes.

The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

AA. Open Public Meetings Act, Chapter 42.30 RCW

The Contractor shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

BB. Law Against Discrimination, Chapter 49.60 RCW

The Contractor shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Agreement.

CC. Governor's Executive Order 89-10, December 11, 1989: Protection of Wetlands, and Governor's Executive Order 90-04, April 21, 1990: Protection of Wetlands

The Contractor shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

DD. Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By accepting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contract Amendment No. 1

Project Name: Moving Services Office Relocations Inter/Intra Building
Contractor: Emerald City Moving & Storage LLC
Address: 20024 387th Ave S
Kent, WA 98032

Amendment Date : 12-2-09
Contract Nos.: B18921B &
358998

AMENDMENT REQUESTED BY
King County Dept of Exec. Svcs.
Organization Mary Schumacher, Buyer
Name, Title

AMENDMENT EFFECTS
<input checked="" type="checkbox"/> Change of Scope
<input type="checkbox"/> Method of Payment
<input type="checkbox"/> Time of Performance
<input checked="" type="checkbox"/> Compensation
<input type="checkbox"/> Terms and Conditions
<input type="checkbox"/> Results of Services
<input type="checkbox"/> Other (replace insurance requirements)

This Contract Amendment amends the Contract to add Schedule C to Subsection 6.3 for the purchase of miscellaneous office furniture / equipment parts on a limited basis.

1. Section 6.3 Subsection Schedule C: Miscellaneous System / Equipment Parts

- a. **Included Items:** Miscellaneous system parts may be provided on a limited basis under this contract to avoid delay in providing an operational workspace as part of a Contracted move. This may include any and all parts required to finish the assembly of the workspace, cubical or shelving system, for example, attached items such as partitions, shelves, shelf lights, hanging cabinets, desktops, desk assemblies, panel parts and other miscellaneous parts.
- b. **Items not Included:** Items not required to set up the basic workspace and that could be delivered at a later time, for example, stand-alone pieces or furniture such as chairs, wardrobes, file cabinets, desks and entire shelving units.
- c. **Pricing Options:**

In the event of a product shortage meeting the requirements of paragraph 1.a above, the Contractor shall provide the County with the two (2) pricing options below. The County will choose the pricing option that provides the best value to the County.

- i. **Wholesale Cost Plus 25%**

Pricing for new items shall be at a markup of 25% over Contractor's wholesale cost. Contractor shall provide supporting documentation of the wholesale cost.

- ii. **As-Is Items**

Pricing for "As Is" items out of Contractors existing furniture inventory is at a 60% Discount off the manufacturer's standard list price.

2. All other terms, conditions and pricing shall remain the same.

In witness hereof, the parties hereto have caused this Change Order to be executed and instituted on the date first above written.

King County

Keith Purves

Authorized Signature

Keith Purves, Fiscal Spec 141

Name and Title (Print or Type)

Date Accepted: 11.20.09

Emerald City Moving & Storage

Pete Mesceda

Authorized Signature

PETE MESCEDA, GENERAL MANAGER

Name and Title (Print or Type)

Date Accepted: 11/12/09



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

EMERALD CITY MOVING & STORAGE
20024 87TH AVE SOUTH
KENT, WA 98031

SHIP TO

KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
SEATTLE, WA 98104
United States

BILL TO

KC DEPARTMENT OF EXEC SERVICES
ACCOUNTS PAYABLE, 3RD FL
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	2	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
27-FEB-07	P, Oquist	
DATE OF REVISION	BUYER	
17-FEB-09	M Schumacher	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	15607	21%30DAYS/NET31DAYS	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 796-3900	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	CHANGE ORDER #2 (02/17/09)						
	THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT AGREEMENT BETWEEN KING COUNTY AND EMERALD CITY MOVING & STORAGE AS THE PRIMARY VENDOR FOR MOVING SERVICES FOR FURNISHING ALL INTER/INTRA OFFICE RELOCATIONS AS REQUESTED BY AGENCIES, DEPARTMENTS & DIVISIONS OF THE KING COUNTY GOVERNMENT DURING THE PERIOD FEBRUARY 23, 2009 THROUGH FEBRUARY 22, 2010, IN ACCORDANCE WITH KING COUNTY ITB 13206-ART AND RESPONDING BID OF EMERALD CITY MOVING & STORAGE, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN AND IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES.						
	ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.						
	PROMPT PAYMENT DISCOUNT IS 21% 29 DAYS NET 30.						
	INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING						

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

EMERALD CITY MOVING & STORAGE
20024 87TH AVE SOUTH
KENT, WA 98031

SHIP TO

KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
SEATTLE, WA 98104
United States

BILL TO

KC DEPARTMENT OF EXEC SERVICES
ACCOUNTS PAYABLE, 3RD FL
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	2	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
27-FEB-07	P, Oquist	
DATE OF REVISION	BUYER	
17-FEB-09	M Schumacher	

CUSTOMER ACCT #	VENDOR NO. 15607	PAYMENT TERMS 21%30DAYS/NET31DAYS	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE (253) 796-3900	REQUESTOR / DELIVER TO
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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE PURCHASE AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT</p> <p>PRICE WARRANTY: THE CONTRACT WARRANTS THAT THE PRICES CHARGED TO KING COUNTY DO NOT EXCEED THOSE PRICES CHARGED BY THE CONTRACTOR TO ANY OTHER CUSTOMER PURCHASING THE SAME PRODUCT OR SERVICES IN LIKE OR SIMILAR QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS</p> <p>NON-APPROPRIATION: THIS CONTRACT MAY BE CANCELLED AT THE END OF THE CURRENT FISCAL PERIOD FOR NON-APPROPRIATION OF FUNDS BY THE KING COUNTY COUNCIL GOVERNMENT BODY. SUCH CANCELLATION SHALL BE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR, KING COUNTY'S FISCAL ENDS DECEMBER 31, OF EACH YEAR.</p> <p>Purchase Agreement Effective From: 23-FEB-07 To: 22-FEB-10</p>						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature

**PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

EXC-FI-0871
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

206-684-1681
206-684-1470 Fax
TTY Relay: 711
www.metrokc.gov

VENDOR:

EMERALD CITY MOVING & STORAGE
20024 87TH AVE SOUTH
DENT, WA 98031

SHIP TO

KING COUNTY FINANCE
PROCUREMENT-GOODS & SERVICES
821 SECOND AVE MS EXC-FI0871
SEATTLE, WA 98104
United States

BILL TO

KC DEPARTMENT OF FINANCE
A/P, EXCHANGE BLDG, 8TH FL
821 2ND AVE, EXC-ES0875
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CRTRNS AND CORRESPONDENCE RELATED TO THIS ORDER		
CREATION DATE	BUYER	
27-FEB-07	P, Oquist	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO. 15607	PAYMENT TERMS 21%30DAYS/NET31DAYS	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA
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CONFIRM TO / TELEPHONE (253) 796-3900	REQUESTOR / DELIVER TO
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JME	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>THIS AGREEMENT ESTABLISHES THE TERMS, CONDITIONS AND PRICING FOR MOVING SERVICES FOR INTER/INTRA OFFICE RELOCATIONS BETWEEN KING COUNTY AND EMERALD CITY MOVING AS THE PRIMARY VENDOR IN ACCORDANCE WITH THE VENDOR'S RESPONSE TO THE KING COUNTY BID NO. 13206-ART DURING THE PERIOD OF FEBRUARY 26, 2007, THROUGH FEBRUARY 25, 2008, AND IS INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN AND IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES.</p> <p>PROMPT PAYMENT DISCOUNT IS 21% 29 DAYS NET 30.</p> <p>INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE PURCHASE AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT</p> <p>PRICE WARRANTY:</p>						

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required Invoice Information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

EXC-FI-0871
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

206-684-1681
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VENDOR:

EMERALD CITY MOVING & STORAGE
20024 87TH AVE SOUTH
DENT, WA 98031

SHIP TO

KING COUNTY FINANCE
PROCUREMENT-GOODS & SERVICES
821 SECOND AVE MS EXC-FI0871
SEATTLE, WA 98104
United States

BILL TO

KC DEPARTMENT OF FINANCE
A/P, EXCHANGE BLDG, 8TH FL
821 2ND AVE, EXC-ES0875
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
358998	0	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER		
CREATION DATE	BUYER	
27-FEB-07	P, Oquist	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	15607	21*30DAYS/NET31DAYS	Paid	Destination	

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 796-3900	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>THE CONTRACT WARRANTS THAT THE PRICES CHARGED TO KING COUNTY DO NOT EXCEED THOSE PRICES CHARGED BY THE CONTRACTOR TO ANY OTHER CUSTOMER PURCHASING THE SAME PRODUCT OR SERVICES IN LIKE OR SIMILAR QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS</p> <p>NON-APPROPRIATION: THIS CONTRACT MAY BE CANCELLED AT THE END OF THE CURRENT FISCAL PERIOD FOR NON-APPROPRIATION OF FUNDS BY THE KING COUNTY COUNCIL GOVERNMENT BODY. SUCH CANCELLATION SHALL BE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR, KING COUNTY'S FISCAL ENDS DECEMBER 31, OF EACH YEAR.</p> <p>Purchase Agreement Effective From: 26-FEB-07 To: 25-FEB-08</p>						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required Invoice Information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: JANUARY 11, 2007

Invitation to Bid (ITB) Title: Moving Services: Office Relocations – Inter/Intra Building

ITB Number: IT13206-ART

Due Date: January 25, 2007 at 2:00 p.m.

Buyer: Alan Terhune, Alan.Terhune@metrokc.gov, 206-684-1067

Term Supply Requirement

Furnish office to office moving services using public roadways throughout King County as requested by King County authorized personnel in accordance with the attached instructions, requirements and specifications.

BID PRICES: Schedule A: \$60,010.00 Schedule B: \$6935.00

PRE-BID CONFERENCE

Date: January 17, 2007

Time: 9:00am

Location: 8th floor of the Exchange Bldg,
East Conference Room, 821 2nd Ave,
Seattle, WA 98004

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that Addenda numbered 1 to 1 have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Emerald City Moving and Storage LLC

Address

20024 87th Avenue South

City/State /Postal Code

Kent, Washington 98031

Signature

Print name and title

Greg Foster/VP GM

Luana Dean/Moving Consultant

Email

ldean@emeraldcityms.com or gfoster

Phone

253-796-3900

Fax

253-796-3939

SEDB/DBE Certification Number

N/A

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction To Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish at least two contracts (a primary, and a secondary) to provide office to office moving services using public roadways throughout King County on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

1.2 Bid Submittal Procedure

The original and (3) copy(s) of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 King County Internet Web Site

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx.

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting solicitation documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access **Contact Us >> Registration Form**. Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an

appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures:

http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB, see Attachment A – “King County Contracting Opportunities Program”. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less than twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price shall govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required
- the character, integrity, reputation, judgment and efficiency
- financial resources to perform the Contract properly and within the times specified,
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims
- compliance with federal, state and local laws and ordinances relating to public contracts
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

2.5 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- Equal Benefit Worksheet and Declaration Form
- Personnel Inventory Report*
- Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*
- Statement of Compliance – Union or Employee Referral Agency Statement*
- Internal Revenue Service Form W-9 *
- 504/ADA Assurance of Compliance
- **Certificate of Insurance and Endorsement *** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.6 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.7 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.8 Public Disclosure of Bids

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract award decision has been made bids shall be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.9 Contract Award

Contract award(s), if any, will be made by the County to the low, responsive, responsible Bidder(s). The County will have no obligations until an award is made and an order placed with the Contractor(s). The County reserves the right to award one or more contracts as determined to be in the County's best interest.

The County may elect to use its own workforce for some moves. This Contract does not guarantee an exclusive right to all moving work.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor(s) who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

Work shall only be authorized by the County issuing a purchase order identifying the move and work with a not-to-exceed amount. When the authorized work is completed only one final invoice shall be submitted for payment.

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than the approved estimate. This value is reflected in the approved purchase order applicable to the work being performed. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a

receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are

terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the

question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in the paragraph above, shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>.

3.22 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an

approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.23 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$60,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The initial term of this Contract will be one year and may be extended for four (4) additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Price Revisions

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.5 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at

least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.6 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes.

If at any time during the twelve (12) Month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.7 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

4.8 Disability Assurance Compliance (504/ADA)

The Contractor shall complete a 504/ADA Self Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its

services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 (ADA). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

4.9 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

4.10 Non-Disclosure Obligation

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4.11 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000.

Inland Marine/Cargo Coverage: 100% Replacement Value of property being moved, to provide 100% value for each shipment. Deductible per shipment shall not exceed \$ 500. King County shall be named as Loss Payee as our interests may appear.

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

SECTION 5 Technical Specifications

5.1 General Overview

King County is seeking Primary and Secondary moving services Contractors for office relocation within and between office buildings, utilized by King County. There is estimated to be sufficient moving activity to require a Secondary Contractor, in case the Primary Contractor is unable to support the volume of work to be performed. The Primary Contractor shall be evaluated as the lowest, responsive, responsible bidder meeting specifications. The Secondary Contractor shall be the next lowest, responsive, responsible bidder meeting specifications.

The Contractor(s) shall be capable of providing the goods / services and products that follow. However, this is an incomplete list and shall not be considered all inclusive. Work to be performed on this Contract may include the Contractor providing: labor; materials such as cardboard boxes, plastic shipping containers, identification/destination labels; experienced staff with furniture disassembly / re-assembly skills and tools; vehicles for hauling furniture and equipment; and project management with skills that allow for project completion on time, and on schedule.

5.2 Office Relocation Information / Procedures

A. Advance Planning

A designated County representative shall contact the Contractor to begin the process of scheduling office relocation(s). The designated County representative is responsible for advanced planning / scheduling with the Contractor, and for approval of invoice payment. The County shall provide the Contractor(s) with floor plans of the move site, before or on the move date. In the majority of moves, County staff shall pack and label boxes; label furniture and equipment. The Contractor shall provide a full-time Project Manager who shall be responsible for determining the resources, and time necessary to successfully complete the office relocation.

A two hour minimum shall apply to all scheduled moves. Contractor(s) shall provide rate schedules and documentation of available resources (staff, vehicles and equipment) for this Contract. Contractor(s) shall collaboratively plan with County staff and the designated County representative for the moving of furnishings, equipment and supplies from existing facilities to new locations within two working days of a request for an estimate. Contractor(s) will coordinate scheduled walk-through of spaces for each move with the designated County representative and deliver an estimate within one (1) week. Actual move dates shall be scheduled at a minimum of one week from the date the estimate is approved by the County. The Contractor's Estimate of resources, time and materials shall require approval by the designated County representative before any work is performed. Each office relocation project shall be authorized by a purchase order with a not-to-exceed amount. When the authorized work is completed, only one invoice shall be submitted for the actual work performed, limited by the not-to-exceed amount listed on the authorizing purchase order. No partial relocation invoices shall be accepted, nor paid.

B. Office Relocation Estimates

Estimates shall be required to be as inclusive, accurate and detailed as possible indicating the number of staff hours and their respective costs at the appropriate hourly rates; billable materials costs such as for boxes and related packing materials; and charges for vehicles to be used during the move. The County reserves the right to have other Contract awardees to also provide an estimate when requested. The County may, at its option award the work to the Contractor with the lowest estimate. Contractor(s) Project Manager(s) shall closely monitor the relocation's

progress and notify the designated County representative when the perceived actual moving cost will exceed the estimate by 10%. At that time, a revised written estimate prepared by the Contractor(s) Project Manager will need to be approved by the designated County representative before work continues.

5.3 Contractor Staffing Requirements

A. Health Insurance Portability and Accountability Act (HIPAA)

Many office Relocation moves for the Seattle King County Department of Public Health will require a secure chain of transfer of health records by knowledgeable Contractor's staff. Public Health records must be maintained in locked containers from the time of pick-up by the Contractor's staff, through to the time of receipt by the County at the relocation site. Please see Section 4.8 for further information on HIPAA regulations and requirements.

B. Knowledgeable, Professional Contractor Staff

Contractors' staffing shall consist of full-time professional employees that are experienced in large office relocation moving services. If supplemental workers are needed, the Contractor must utilize licensed temporary employment referral services. If required, the Contractors' Project Manager shall be on site during the entire time of the office relocation. The Contractors' Project Manager shall work collaboratively with the designated County representative, and County staff. The County reserves the right to approve of / or reject the Contractors' Project Manager, and individual Contractor(s) staff.

C. Moving Staff / Team Identification

In the interests of security, safety and exposure to theft, each employee of the Contractors' office relocation team, including any temporary contracted help, shall be readily identifiable through the use of uniforms (preferred), photo name tags, or other means of identification. Should the volume of work necessitate subcontracting, the County must approve in advance any and all subcontractors, prior to any work being performed by the subcontractor(s). Any subcontractors or additional workers utilized through a temporary referral agency shall work under the direct supervision of the Contractor.

5.4 Safe Working Requirements

Contractor(s) shall comply with all safety regulations required for all cities within King County, King County, the State of Washington, and those of the Federal government. The laws include but are not limited to: OSHA, WISHA, and EPA. All costs of safety regulation compliance shall be the Contractor(s). Proof of compliance shall be submitted by the Contractor(s) at the County's request.

5.5 General Contract Requirements

The Contractor(s) shall provide all necessary labor and materials to carry out its responsibilities within the time frames set by the County for each move.

The Contractor(s) shall provide experienced staff with the proper tools for the disassembly / reassembly of furniture and related office equipment such as partitions.

The Contractor(s) shall be responsible for safeguarding and protecting its work, materials, tools and equipment.

The Contractor(s) shall furnish a dumpster and/or a trash compactor if required. The Contractor(s) shall keep the premises free from excessive accumulation of waste material or rubbish created by its employees, or work.

The Contractor(s) Project Manager shall perform a walk-through with the designated County representative to evaluate each move. Within one (1) week of the walk-through, the Contractor(s) shall provide a written estimated cost, move schedule, crew schedule, for review and approval by the designated County Representative.

The Contractor(s) Project Manager is responsible for all aspects of project management for the move and punch list.

Within two (2) weeks of the walk-through the designated County representative will notify the Contractor(s) of approval or disapproval of the estimate. Upon approval of the estimate, the Contractor(s) shall deliver boxes, labels, plastic bags, equipment and packing materials per the designated County Representative's specified date.

Contractor(s) shall arrive at the move site promptly with all necessary equipment to complete the work.

Office relocations may be scheduled for evenings, weekends, holidays as well as standard hours (Monday – Friday 7:00am through 6:00pm).

All furnishings, equipment and supplies shall be transported in weather tight vans.

Contractor(s) shall verify that the weight of the moved materials shall not hinder delivery of the materials, nor damage property during transport.

Contractor shall be responsible for the packing, safe transportation and re-installation of disassembled hardware for partitions, furniture and equipment.

Contractor(s) shall provide necessary protection, padding and equipment at no additional charge to the County.

All furniture, equipment and supplies within the responsibility of the Contractor(s) shall be delivered to the destination site in good condition. Any equipment, furniture, or supplies damaged or lost during the move shall be the responsibility of the Contractor(s) for prompt replacement and/or repair. All damages which involve repair / replacement shall be remedied to the County's satisfaction prior to the authorization for invoice payment.

Travel time to or from the Contractor(s) facility to the work site shall not be authorized for payment.

Work begins when the Contractor(s) Project Manager reports to the designated County representative; and work ends when the Contractor(s) Project Manager notifies the designated County representative that the work is finished. Start and finish times shall be recorded to the nearest quarter hour. Lunch periods for the Contractor(s) staff shall be unpaid time.

Any additional work to be performed shall require written authorization by the designated County representative.

Final move schedules shall be determined by the County. There shall be no additional fees, costs or penalties to the County as a result of schedule changes. The County shall advise the Contractor(s) of schedule changes as far in advance as possible. The County and the Contractor(s) shall jointly establish a detailed and flexible work schedule.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bidders acknowledge that they have current licenses which allow them to perform office relocations within buildings, and between buildings using public roads.

6.2 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 21 % - 29 Days, Net 30

6.3 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Schedule A: LARGE MOVES: Office Relocation Moves that consist of 40 – 200 or more Staff Hours on any given move.

Item #	Estimated Qty	Description	Unit Price	Extended Price
1	150 Hours	Project Mgr, Straight Time 7:00am to 6:00pm Weekdays	\$ <u> 40.15 </u> / Hour	\$ <u> 6022.50 </u>
2	150 Hours	Project Mgr, Overtime 6:00pm to 7:00am Weekdays	\$ <u> 45.50 </u> / Hour	\$ <u> 6825.00 </u>
3	150 Hours	Project Mgr, 12:00am to 11:59pm Saturdays	\$ <u> 45.50 </u> / Hour	\$ <u> 6825.00 </u>
4	150 Hours	Project Mgr, 12:00am to 11:59pm Sundays	\$ <u> 50.85 </u> / Hour	\$ <u> 7627.50 </u>
5	16 Hours	Project Mgr, 12:00am to 11:59pm King County Holidays	\$ <u> 55.00 </u> / Hour	\$ <u> 880.00 </u>
6	150 Hours	Staff Labor, Straight Time 7:00am to 6:00pm Weekdays	\$ <u> 40.15 </u> / Hour	\$ <u> 6022.50 </u>
7	150 Hours	Staff Labor, Overtime 6:00pm to 7:00am Weekdays	\$ <u> 45.50 </u> / Hour	\$ <u> 6825.00 </u>
8	150 Hours	Staff Labor, 12:00am to 11:59pm Saturdays	\$ <u> 45.50 </u> / Hour	\$ <u> 6825.00 </u>

Item #	Estimated Qty	Description	Unit Price	Extended Price
9	150 Hours	Staff Labor, 12:00am to 11:59pm Sundays	\$ 50.85 / Hour	\$ 7627.50
10	16 Hours	Staff Labor, 12:00am to 11:59pm King County Holidays	\$ 55.00 / Hour	\$ 880.00
11	40 Hours	Hourly Rate Premium for Disassembly / Reassembly of Furniture / Equipment	\$ -0- / Hour	\$ -0-
12	100 Hours	Truck, Solo Lift Gate (each)	\$ 15.00 / Hour	\$ 1500.00
13	100 Hours	Semi, 40 Foot (each)	\$ 15.00 / Hour	\$ 1500.00
14	100 Hours	Van (each)	\$ -0- / Hour	\$ -0-
15	1000 Each	Boxes. (1.5 Cube Autobottoms) (each)	\$.60 cent / Each	\$ 650.00
16	5,000 Labels	Box / Equipment Labels are in Rolls / sheets of _____ (each)	\$ N/C / Roll / Sheet	\$ N/C
Schedule A: Large Moves Total (Enter here and on Front Page of Bid)				\$ 60,010.00

Schedule B: SMALL MOVES: Office Relocation Moves that consist of 1 – 39 Staff Hours on any given weekend

Item #	Estimated Qty	Description	Unit Price	Extended Price
17	30 Hours	Staff Labor, Straight Time 7:00am to 6:00pm Weekdays	\$ 40.15 / Hour	\$ 1204.50
18	30 Hours	Staff Labor, Overtime 6:00pm to 7:00am Weekdays	\$ 45.50 / Hour	\$ 1365.00
19	30 Hours	Staff Labor, 12:00am to 11:59pm Saturdays	\$ 45.50 / Hour	\$ 1365.00
20	30 Hours	Staff Labor, 12:00am to 11:59pm Sundays	\$ 50.85 / Hour	\$ 1525.50
21	10 Hours	Staff Labor, 12:00am to 11:59pm King County Holidays	\$ 55.00 / Hour	\$ 550.00
21	20 Hours	Hourly Rate Premium for Disassembly / Reassembly of Furniture / Equipment	\$ -0- / Hour	\$ -0-
22	20 Hours	Truck, Solo Lift Gate (each)	\$ 15.00 / Hour	\$ 300.00

Item #	Estimated Qty	Description	Unit Price	Extended Price
23	20 Hours	Semi, 40 Foot (each)	\$ 15.00 / Hour	\$ 300.00
24	20 Hours	Van (each)	\$ -0- / Hour	\$ -0-
25	500 Each	Boxes. (1.5 Cube Autobottoms) (each)	\$.65 cent / Each	\$ 325.00
26	5,000 Labels	Box / Equipment Labels are in Rolls / sheets of _____ (each)	\$ N/C / Roll / Sheet	\$ N/C
Schedule B: Small Moves Total (Enter here and on Front Page of Bid)				\$ 6935.00

6.4 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name: King County Public Health
Company Address: 999 Third Avenue-Seattle
Company Phone: 206-205-3405
Contact Person: Peter Johnson
Dates: 2001 - Present

Company Name: GSA
Company Address: 400 15th Street SW-Auburn
Company Phone: 253-931-7374
Contact Person: Carmie Simons
Dates: 1993 - Present

Company Name: King County Natural Resources
Company Address: 5201 W. Jamison Street
Company Phone: 206-263-3230
Contact Person: Mary Natwick
Dates: 2001 - Present

Company Name: FAA
Company Address: 1601 SW Lind Avenue, Renton
Company Phone: 425-227-1592
Contact Person: Lisa Mansfield
Dates: 1993 - Present

Attachment A

Invitation to Bid 13206-ART

**King County Contracting Opportunities Program
For Goods and Services Contracts**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration's (SBA) small business size standards using the North American Industrial Classification System (NAICS) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at 206-205-0711.

Application of the 5% Incentive Factor and Contract Award

This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent 5% of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 3.

() Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

N/A

Name of SEDB Business

Owner Signature

N/A

SEDB Certification Number

Contact Person Name, Phone Number

Contact Person Email

INVITATION TO BID

Addendum # 1



Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

ADDENDUM DATE: January 18, 2007

ITB Title: Moving Services: Office Relocations – Inter/Intra Building

ITB Number: IT 13206-ART

Due Date/Time: January 25, 2007 - 2:00 P.M.

Buyer: Alan Terhune, alan.terhune@metrokc.gov, (206) 684-1067

The following changes / clarifications have been made to IT 13206-ART resulting from information obtained at the pre-bid meeting of January 17, 2006.

Section 5.2, B, delete: ~~Contractor(s) Project Manager(s) shall closely monitor the relocation's progress and notify the designated County representative when the perceived actual moving cost will exceed the estimate by 10%. At that time, a revised written estimate prepared by the Contractor(s) Project Manager will need to be approved by the designated County representative before work continues.~~

Replace with: The Contractor's Project Manager and the Designated County Representative shall collaborate and agree upon the Estimate value as late as practicable prior to the move. In the event unforeseen events occur which cause a delay in completing the move per the estimate, the Contractor's Project Manager shall thoroughly document the cause of the delay, and continue the move until completed. The Contractor's Project Manager shall contact the Designated County Representative as soon as is practicable to present documentation describing events that led to the cost over run on the move. The County shall review the documentation, and at its option negotiate a value for the increased cost of the move, or pay the increased amount in full.

Section 4.11, Insert after the paragraph which begins with "Inland Marine/Cargo Coverage"

Insurance limit shall be \$100,000 per truckload, unless specifically called out by the County for equipment or items of a greater value than \$100,000.

Section 5.5, Clarification on the following sentence: "Travel time to or from the Contractor(s) facility to the work site shall not be authorized for payment." There is no change to this restriction.

There is no change to the Bid Opening Date, or to the Bid Opening time.