

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



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:

BUENAVISTA SERVICES INC
 14704 EDGEWATER LANE NE
 LAKE FOREST PARK, WA 98155

SHIP TO

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

BILL TO

KC DEPT OF EXECUTIVE SERVICES
 ACCOUNTS PAYABLE, 3RD FLOOR
 401 5TH AVE, CNK-ES0320
 SEATTLE, WA 98104
 United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
490962	3	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
22-OCT-10	M, Schumacher

DATE OF REVISION	BUYER
22-AUG-11	M Schumacher

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	38285	2*20days/Net30days	Paid	Destination	N/A

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(877) 843-0255	

.INC	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	Change Order #3 (10/06/11) This change order is issued to incorporate new pricing in accordance with Buenavista Services quote dated September 19, 2011 for the Sea Tac LINK Station, Item 9 in Subsection 6.4 Pricing, incorporated by reference as if fully set forth herein. All other terms and conditions shall remain the same. Purchase Agreement Effective From: 01-NOV-10 To: 31-OCT-15						
		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

[Signature]
 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 warranty 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.



GENERAL INFORMATION

Vendor: Buonavista Services Inc.
 Authorized Person: Billy Jauregui
 Contact Title: President
 Address: 14704 Edgewater LN, NE
 Lake Forest Park, WA 98155
 Phone No: 425-246-8121
 Fax No: 206-902-4324
 Email Address: info@buonavistainc.com

King County/Sound Transit
 Attn: Steve Bose.

SeaTac Station Change order request.

Due to some factors that arise after cleaning the windows at SeaTac and We did not assume when bidding on the Window Cleaning at SeaTac Station, also prevailing wages increase we need to ask King County for the possibility of an increase on the cost of window cleaning services for this Station:

Factors:

- City Permits (Need one for SeaTac and one for the Port)
- Rental Costs
- Lane Closure/Barricades (Please see attachment)

Service Area	New Price	Per Year	Total Annual Cost
a. SeaTac Station	\$6450.00	2	= \$12,900.00
Total Annual Cost			\$12,900.00

We believe this is still an excellent value for the County. We look forward to continue our services for King County.

Sincerely,

Billy Jauregui

President and authorized person to execute contract on behalf of Buenavista Services Inc,

Signed on

The 19th day of September 2011 by Buenavista Services Inc

Authorized Agent: Billy Jauregui

Title: President



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(877) 843-0255	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Change Order #2 (08/22/11) This change order is issued to incorporate revised language for Subsection 4.13 Insurance Requirements, which is attached and forms a part of this contract. All other terms and conditions shall remain the same. This is not the authority for ordering specific goods and services. Individual standard purchase orders, with unique purchase order numbers, referencing this Contract, will be issued that provide the authority for ordering. All invoices must reference the individual standard purchase order number, and not the Contract agreement number, to avoid delay in payment. Purchase Agreement Effective From: 01-NOV-10 To: 31-OCT-15						
		Amount Agreed:					

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ACCEPTANCE:
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TOTAL
 Authorized signature

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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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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.

4.13 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 including products and completed operations, 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.

Except for Workers Compensation, the County and Sound Transit, their officers, officials, employees and agents are to be covered as additional insured 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.



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22-OCT-10	M, Schumacher	
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26-JUL-11	M Schumacher	

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CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(877) 843-0255	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	Change Order #1 (07/26/11) This change order is issued to incorporate new pricing via Buenavista Services' quote dated July 26, 2011 for the Tukwila LINK Station, incorporated by reference as if fully set forth herein. All other terms and conditions shall remain the same. This is not the authority for ordering specific goods and services. Individual standard purchase orders, with unique purchase order numbers, referencing this Contract, will be issued that provide the authority for ordering. All invoices must reference the individual standard purchase order number, and not the Contract agreement number, to avoid delay in payment.						

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			<i>[Signature]</i> Authorized signature



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	Purchase Agreement Effective From: 01-NOV-10 To: 31-OCT-15						
		Amount Agreed:					

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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.

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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.

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J/E	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>Furnish Window Washing Services for Link Light Rail Facilities as requested by authorized King County Department of Transportation Transit Light Rail Division personnel during the period November 1, 2010 through October 31, 2015, in accordance with King County ITB 1185-10-MZS and responding bid of Buenavista Services, Inc., both incorporated by reference as if fully set forth herein.</p> <p>This is not the authority for ordering specific goods and services. 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 Contract agreement number, to avoid delay in payment.</p>						

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DR Leach
Authorized signature

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INVITATION TO BID

Addendum # 1



Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADDENDUM DATE: August 18, 2010

ITB Title: Window Washing Services - Link Light Rail Facilities

ITB Number: 1185-10-MZS

Revised Due Date/Time: August 24, 2010 - 2:00 p.m.

Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305

This addendum is issued to revise ITB number 1185-10-MZS, advertised July 29, 2010, as follows:

1. **Change** the bid opening date from Thursday, August 19, 2010 at 2:00 P.M. to **Tuesday August 24, 2010** at 2:00 P.M.
2. **Change** Subsection 4.1 to read **\$ 112,500.00**.
3. **Delete** Subsections 4.6 Warranty and 4.7 in their entirety.
4. **Add** the following at the end of Subsection 5.2.B.4:
Note: Contractor will not be responsible for washing the glass block walls.
5. **Change** Subsection 5.2.B.7 to read **"70 total pieces plus sky canopy"**.
6. **Change** Subsection 5.2.B.8 to read **"Tukwila Station"**.
7. **Change** Subsection 5.2.B.9 to read as follows:
SeaTac Airport Station and Sky Bridge
15426 35th Ave S
Seattle, WA 98188
(666 total pieces, sky canopy **and exterior glass of elevators located in the station**)
8. **Add** Subsection **5.4.B.2** as follows:
 2. Non-Routine Work permits shall be opened and closed the same day.
9. **Add** Subsection **5.4.B.3** as follows:
 3. Contact information for obtaining permits and/or coordinating lane closures
 - a. King County / Sound Transit
Copies of the Track Allocation Request / Work Permit Form shall be distributed to all of the following:
 - Steve Bose
Tel: 206-423-1990 (cell)
steven.bose@soundtransit.org
 - Mike Erickson
Tel: 206-255-7349 (cell)
michael.erickson@soundtransit.org

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

- Brad Kittredge
Tel: 206-255-8085
bradley.kittredge@soundtransit.org
- Ray Davis
Tel: 206-510-3122 (cell)
raymond.davis@soundtransit.org
- Max Lemke
Tel: 206-510-3088 (cell)
max.lemke@soundtransit.org

b. Port of Seattle

Nick Terrana, Construction Coordination Supervisor
Tel: 206-787-4903
terrana.n@portseattle.org

c. City of SeaTac

Mark Hasbargen, Senior Public Works Inspector
Tel: 206-786-4804
Fax: 206-973-4809
mhasbargen@ci.seatac.wa.us

d. City of Seattle

Dave Soule, Inspector
Seattle Department of Transportation
Street Use Division
700 fifth Avenue, Suite 2300
P.O. Box 34996
Seattle, WA 98124-4996
Tel: 206-684-8253
Fax: 206-684-3130
david.soule@seattle.gov

Question

Who is the contact person for information regarding obtaining permits and/or lane closures?

Answer

For lane closures in Seattle, contact Dave Soule at the City of Seattle.

For lane closures at the SeaTac Airport station, the Contractor should contact Nick Terrana at the Port of Seattle, and Mark Hasbargen at the City of Seattle.

10. **Delete** Subsection 5.5.A in its entirety and **replace** with the following:

- A. The Contractor shall perform semi-annual periodic window washing in accordance with the glass manufacturer's recommended cleaning methods on all exterior windows, interior window glass over eight (8) feet in height **above the surface** and associated equipment (Some of the glass is art).

Question

Is the Contractor responsible for cleaning the interior upper row of windows on the eastside platform at the SeaTac Airport Station? They appear to be over 8 feet over the surface.

Answer

No. The Contractor is only responsible for cleaning the exterior of these windows.

11. **Add** Subsection 5.5.A.4.c.(10) as follows:

(10) Have their ROW card and permit on them at all times during performance of any work under this contract.

12. **Add** Subsection 5.5.A.6 as follows:

5.5.A.6 Interior Glass Cleaning

The surface shall be defined as the space where the Contractor can stand without use of a ladder or other required special safety equipment. For example, in many stations there is a raised area at the base of the windows that is approximately 12 inches above the floor.

13. **Add** Subsection 5.5.A.7 as follows:

5.5.A.7 Associated Equipment

Shall include, but is not limited to, gutters, window sills, and structural steel beams.

a. **Gutters**

(1) All stations listed in Subsection 5.2.B have gutters. The Operations Maintenance Facility does not have gutters.

(2) Gutters shall be cleared of all debris.

b. **Structural Steel Beams**

(1) Structural beams that are part of the glass walls shall be cleaned at each station.

(2) Tukwila Station

Contractor shall clean all of the yellow structural beams.

c. **Pole Lamps**

Contractor shall wash the pole lamps with large pieces of glass at both the Stadium and SODO Stations.

14. **Delete** Subsection 5.5.B.3 in its entirety and **replace** with the following:

3. Unless otherwise indicated, no County tools or equipment will be available for the Contractor's use.

Contractor may use the following County equipment with prior approval from the designated County representative:

a. Fall protection systems

b. Interior ProBell Trolley System

At locations with a trolley system, there is only one (1) chair available for the entire station. Contractor shall make arrangements with the designated County representative to have the chair moved as needed.

15. **Add Subsection 5.5.B.5** as follows:
 5. Contractor shall not use a tucker pole for washing sky canopies without prior written approval from the designated County representative.
16. **Add Subsection 5.5.D.1.d** as follows:
 - d. Correct any defect as soon as possible but no later than forty-eight hours after receiving written notice from the County.

For locations requiring a permit and/or or lane closure, Contractor shall coordinate with the designated County representative to schedule correction of the defect at the first available date.
17. **Change Subsection 5.5.E.4** to read amanda.nightingale@soundtransit.org.
18. **Add 5.5.E.11** as follows:
 11. Contractor shall not place any ladders on the track.
19. **Add Subsection 5.7 Post Award Site Visits** as follows:

After award of a Contract, the County may request that the Contractor visit one or more of the Link Light Rail Stations to review the window washing requirements. Contractor shall meet with the designated County representative within five (5) days of the County's request.
20. **Change Subsection 6.4 Item 8 Description** to read "Tukwila Station."
21. **Add Attachment D**

Questions and Clarifications

1. Question

What is the cost of the Non-Routine Work permit?

Answer

There is not a direct cost for the permit from King County or Sound Transit. Any costs would be associated with completing the form and attending the weekly meeting the week prior to the week work is to be schedule that requires access.

Pre-Bid Attendance Roster

The Pre-Bid Attendance Roster is attached for informational purposes only.

Attachment E

Manufacturer's General Window Information

OBUYASHI CORPORATION

2742 6th Place South
Seattle, WA 98134

SUBMITTAL

SUBMITTAL #08800 1.03B 001

PACKAGE No. 08800

TITLE: Glazing Glass Product Data
PROJECT: CENTRAL LINK LIGHT RAIL BEACON HILL
DRAWING:
STATUS: OPN
BIC: ST

REQUIRED START:

REQUIRED FINISH:

DAYS HELD: 0

DAYS ELAPSED: 61

DAYS OVERDUE: 0

RECEIVED
LINKCM-C710
JUN 19 2008

RECEIVED FROM: SENT TO: RETURNED BY: FORWARDED TO:

EVER CW ST RC ST RC EVER CW

Revision No. Description/Remarks Rev. Date Start Date Return Date Status Days Held Days Elapsed Days Overdue

Revision No.	Description/Remarks	Rev.	Date	Start Date	Return Date	Status	Days Held	Days Elapsed	Days Overdue		
001	Glazing Glass Product Data		04/18/08	04/18/08	05/21/08	05/21/08	ANR	7	0	0	33
002	Glazing Glass Product Data		05/28/08	05/28/08	06/12/08	06/12/08	ANR	7	0	0	15
003	Glazing Glass Product Data		06/18/08	06/18/08			OPN	7	0	0	0

C710-CRE-8734

In accordance with Link Standard Specification Section 08800, Glass And Glazing, please find the attached re-submittal of product data for Glass Glazing at Beacon Hill Station.

Signed: _____

Masaki Omote
Masaki Omote



MOMENTIVE
performance materials

Glazing Tape

Information For Use With GE Construction Sealants

The following products have been tested by Momentive Performance Materials and are compatible with any of the following GE silicone sealants: *NOTE: this list is by no means inclusive and is not to be understood as an endorsement by Momentive nor that Momentive suggests that any one particular product or brand is better or worse than another. This is provided as information only on products that have previously been tested and are known to be compatible with our materials.*

UltraGlaze* SSG4400 two-component structural glazing adhesive

UltraGlaze* SSG4000 one-component structural glazing adhesive

UltraGlaze* SSG4000AC one-component, accelerated cure structural glazing adhesive

SilPruf* SCS2000 one-component structural glazing adhesive & weatherproofing sealant

SilGlaze* II SCS2800 one-component fast-green strength glazing sealant for backbedding

Contractors*-N SCS1800 one-component glazing sealant for backbedding

Construction* SCS1200 one-component structural adhesive & sealant

Glazing Tapes:

- **VK2500 Series Spacer Tape (high density)**
- **VK1800 Series Spacer Tape (medium density)**

Manufactured by:

Gaska Tape Inc.

(800) 423-1571

www.gaska.com

- **VIP #4070 Foam Glazing Tape**

- **VIP #3070 Foam Glazing Tape**

Manufactured by:

Valley Industrial Products

(631) 385-9300

www.valleyindustrialtapes.com

- **T-Bond II V2200 Foam Spacer**

- **Thermalbond V2100 Foam Spacer**

Manufactured by:

Saint-Gobain Performance Plastics (Norton)

(800) 724-0883

www.Saint-Gobain.com

- **VG300 Series Glazing Tape**

Manufactured by:

VentureTape Corp.

(800) 343-1076

www.venturetape.com



Exclusive Licensee

260 Hudson River Road, Waterford, New York 12188 USA momentive.com

IMPORTANT NOTICE TO INSTALLERS

ScotchInt™ Window Films are applied with water. Water is important for two reasons:

- 1) Washing off overcoat
- 2) Lubrication for positioning and squeegeeing

It is extremely important to use enough water to wash off (dissolve) the overcoat. If the overcoat is not properly washed off, the overcoat will remain between the adhesive and the glass, causing:

- 1) Lack of adhesion
- 2) Fingers
- 3) Excessive cloudiness
- 4) Slow drying

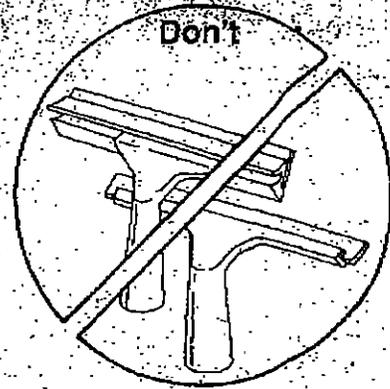
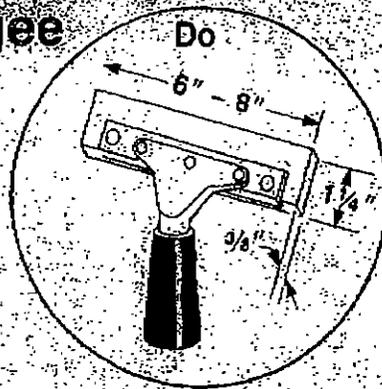
Too much positioning slip solution can also cause the four problems mentioned above. The proper amount of slip solution is when there is just enough lubrication to position (move) the film on the glass. More than that is **too much!**

Slow drying will occur when the application techniques outlined on the other side of this notice are **not** followed.

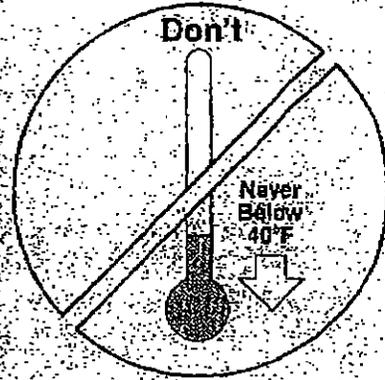
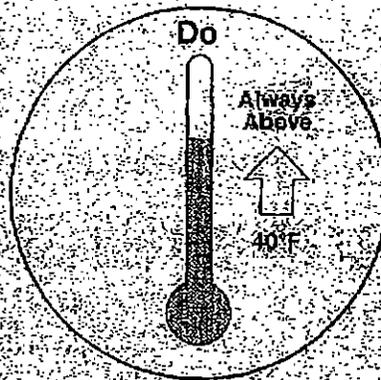
NOTE

The proper squeegee (correct dimensions and rubber hardness) **MUST** be used for maximum water removal and can be obtained from your Authorized 3M Distributor.

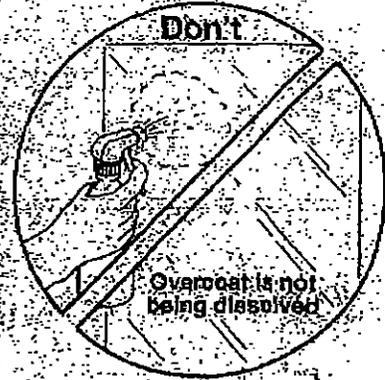
Use proper Squeegee when applying film



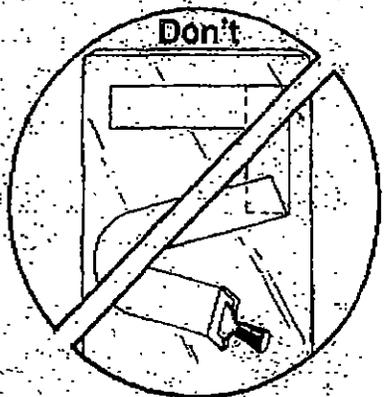
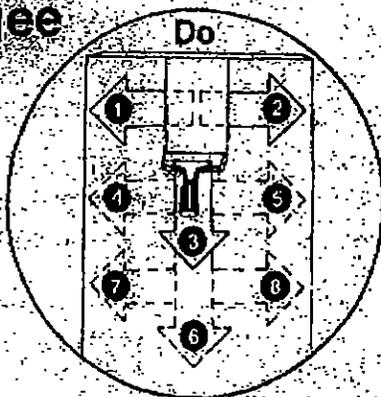
When to apply film



Wash off Overcoat



Use proper Squeegee pattern



Always Squeegee at least 2 times and overlap Squeegee strokes

SPECIFICATIONS FOR SCOTCHGARD™ ANTI-GRAFFITI WINDOW FILM

1.0 Scope

This specification is for a graffiti resistant and abrasion resistant window film which when applied to the interior or exterior window surface will provide resistance to typical graffiti materials such as glass etchants, gauging and abrasion and reduce the ultra-violet light that normally would enter through the window by 98%. The film shall be called Scotchgard™ AG-4 or AG-7 Anti-Graffiti Window Film.

2.0 Applicable Documents

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

The 1985 American Society for Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals.

The American Society for Testing and Materials (ASTM) publication:

ASTM E-308 Standard Recommended Practice for Spectrophotometry and Description of Color in CIE 1931 System

ASTM E-903 Standard Methods of Test for Solar Absorbance, Reflectance and Transmittance of Materials Using Integrating Spheres

ASTM D-1044 Standard Method of Test for Resistance of Transparent Plastics to Surface Abrasion (Taber Abrader Test)

ASTM G-90 Standard Practice for Performing Accelerated Outdoor Weathering for Nonmetallic Materials Using Concentrated Natural Sunlight

ASTM E-162 Standard Method for Surface Flammability of Materials Using a Radiant Heat Energy Source

ASTM E-662 Standard Method for Specific Optical Density of Smoke Generated by Solid Materials

Window 4.0, A Computer Tool for Analyzing Window Thermal Performance, Lawrence Berkeley Laboratory

3.0 Requirements of the Film

- 3.1 **Film Material:** The film material shall consist of an optically clear 4 mil (.004) or 7 mil (.007 inches) polyester film with a durable acrylic abrasion resistant coating over one surface and a pressure sensitive adhesive and liner on the other. The film color is clear and will not contain dyed polyester. There shall be no evidence of coating voids. The film shall be identified as to Manufacturer of Origin (hereafter to be called Manufacturer).
- 3.2 **Transmission - Visible:** When applied to 1/4" (6mm) clear glass, the luminous transmittance shall be nominal when measured with an integrating sphere spectrophotometer as referenced by ASTM E-903 and calculated per ASTM E-308 using Standard Source 'C' for average daylight.
- 3.3 **Reflection - Visible:** When applied to 1/4" (6mm) clear glass, the total luminous reflection from the glass surface shall be nominal when measured with an integrating sphere spectrophotometer as referenced by ASTM E-903 and calculated per ASTM E-308 using Standard CIE Source 'C' for average daylight.

SPECIFICATIONS FOR SCOTCHGARD™ ANTI-GRAFFITI WINDOW FILM

3.4 **Transmission - Ultraviolet Light:** When applied to 1/4" (6mm) clear glass, the total transmission of solar ultraviolet radiation of air mass = 2 over the spectral range of 3000 to 3800 angstroms shall not exceed when measured with an integrating sphere spectrophotometer as referenced by ASTM E-903.

3.5 **Adhesive System:** The film shall be supplied with a high mass pressure sensitive weatherable acrylate adhesive applied uniformly over the surface opposite the abrasion resistant coated surface. The adhesive shall be essentially optically flat and shall meet the following criteria:

a. Viewing the film from a distance of ten feet at angles up to 45 degrees from either side of the glass, the film itself shall not appear distorted.

3.8 **Abrasion Resistance:** The Manufacturer shall provide independent test data showing that the film has a surface coating that is resistant to abrasion such that, less than 5% increase of transmitted light haze will result in accordance with ASTM D-1044 using 100 cycles, 500 grams weight, and the CSI OF Calbrase Wheel.

4.0 Requirements of the Authorized Dealer/Applicator (ADA)

4.1 The ADA shall provide documentation that the ADA is certified by the Manufacturer of the window film to install said window film as per the Manufacturer's specifications and in accordance with specific requests as to be determined and agreed to by the customer.

4.2 Authorization of dealership may be verified through the company's 3M ID Number.

5.0 Requirements of the Manufacturer

5.1 The Manufacturer will insure proper quality control during production, shipping and inventory, clearly identify and label each film core with the product designation and run number.

5.2 The Manufacturer will, upon request and pre-approval, provide 100% financing for the complete installation of the window film to the end-user customer in either an installment purchase or lease purchase format to be decided upon by customer.

5.3 Materials shall be manufactured by: 3M Consumer Safety and Light Management Department
3M Center, Building 223-2N-21
St. Paul, MN 55144-1000
Phone: 800-480-1704

6.0 Warranty

6.1 Scotchgard Anti-graffiti films are warranted for a period of 6 months when installed outdoors and for a period of 10 years when installed indoors.

SPECIFICATIONS FOR SCOTCHGARD™ ANTI-GRAFFITI WINDOW FILM

7.0 Application

- 7.1 Outdoor application should be done when the air temperature is not expected to fall below 32 degrees F, or 0 degrees C for 72 hours. Indoor application should be done when the glass temperature is not expected to fall below 32 degrees F, or 0 degrees C for 72 hours.
- 7.2 Examination: Examine glass surfaces to receive new film and verify that they are free from defects and imperfections, which will affect the final appearance. Correct all such deficiencies before starting film application.
- 7.3 Preparation:
- a. The window and window framing will be cleaned thoroughly with a neutral cleaning solution. The surface of the window glass shall be bladed with Industrial razors to insure the removal of any foreign contaminants.
 - b. Toweling or other absorbent material shall be placed on the window sill or sash to absorb moisture accumulation generated by the film application.
- 7.4 Installation: The film shall be applied as to the specifications of the Manufacturer by an ADA.
- a. Materials will be delivered to the job site with the manufacturer's labels intact and legible.
 - b. To minimize waste, the film will be cut to specification utilizing a vertical dispenser designed for that purpose. Film edges shall be cut neatly and square at a uniform distance of 1/8" to 1/16" of the window sealing device.
 - c. Water and film slip solution only will be used on the window glass to facilitate the proper positioning of the film.
 - d. To insure efficient removal of excess water from the underside of the film and to maximize bonding of the pressure sensitive adhesive, a 6" maximum width polyplastic bladed squeegees will be utilized. It is recommended that the final squeegee process be followed by a final push with a 5-way tool. This will ensure that a minimal amount of water is left behind.
 - e. Upon completion, the film may have a small number of small water pockets. These water pockets, under reasonable weather conditions, dry flat and disappear within a period of 30 calendar days when viewed under normal viewing conditions.
 - f. After installation, any left over material will be removed and the work area will be returned to original condition. Use all necessary means to protect the film before, during and after the installation.

8.0 Cleaning

The film may be washed using common window cleaning solutions, including ammonia solutions. Abrasive type cleaning agents and bristle brushes, which could scratch the film, must not be used. Synthetic sponges or soft cloths are recommended.

SPECIFICATIONS FOR SCOTCHGARD™ ANTI-GRAFFITI WINDOW FILM

<u>Scope</u>	<u>AG-4</u>	<u>AG-7</u>
Thickness		
(mils)	4.0	7.0
(inches)	.004	.007
Emissivity	0.87	0.87
U Value	1.09	1.09
Transmission-Visible	85%	85%
Reflection-Visible	10%	10%
Transmission-UV	<2%	<2%
Shading Coefficient	0.90	0.90
Shrinkage	No Detectable Shrinkage	
Tensile Strength	31k psi	28k psi
Adhesion	1500 gm/m ²	1500 gm/m ²
Removeability	Does not leave significant amount of adhesive when removed from glass.	
ANSI Z97 impact	150 ft lbs	400 ft lbs

1. PRODUCT NAME
Silglaze® II SCS2800 Silicone Sealant

2. MANUFACTURER
GE Silicones
General Electric Company
Waterford, NY 12188
Phone: (800) 255-8886
FAX: (518) 233-3931

3. PRODUCT DESCRIPTION
Silglaze II SCS2800 sealant is a one-part, neutral, fast cure, low modulus silicone sealant.

Basic Uses: Silglaze II SCS2800 sealant may be used as a perimeter weatherseal for field glazing, window installation and general purpose sealing applications. Silglaze II SCS2800 sealant is also recommended for use as a saw kerf sealant for setting of dimensional stone panels.

Silglaze II SCS2800 sealant may be used for in-shop window fabrication as a bedding bead sealant as well as for cap, toe and heel head applications.

Limitations: Silglaze II SCS2800 sealant should not be used:

- For structural glazing applications
- For aquariums
- For continuous water immersion applications
- For applications where FDA or USDA compliance is required
- In glass butt joints or other glazing applications where small bubbles which can develop during cure may be objectionable
- In totally confined spaces since the sealant requires atmospheric moisture for cure
- If painting over the sealant is a requirement

Colors: Silglaze II SCS2800 sealant is available in 6 colors plus translucent:

Product Designation	Color
SCS2801	Translucent
SCS2802	White
SCS2803	Black
SCS2805	Almond (New)
SCS2809	Aluminum
SCS2895	Brown (New)
SCS2897	Bronze

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SPEC DATA

This Spec-Data sheet conforms to editorial style prescribed by The Construction Specifications Institute. The manufacturer is responsible for technical accuracy.

TYPICAL PROPERTIES ⁽¹⁾		
SILGLAZE II SCS2800 - 21 Days at 23°C (73°F) and 50% RH		
Property	Value	Test Method
Tooling Time	6-12 min.	at 75°F/50% RH
Sag/Slump	0.1 in. max.	TT-S-001543A (COM-NBS)
Tack-Free Time	30 min. typical	TT-S-001543A (COM-NBS)
Cure Time	2-4 days	
Dynamic Movement		
Capability	±50%	Cycled at 1/8"/hr., 1/8"/min.
Hardness (Shore A)	18	ASTM D2240
Tensile Strength	180 psi	ASTM D412
Ultraviolet and Ozone Resistance	Excellent	Weatherometer - Twin Arc
Staining on Concrete	None	TT-S-001543A (COM-NBS)

(1) Contact GE Silicones Quality Assurance for certification details of Federal Specifications TT-S-001543A (COM-NBS), TT-S-0023C (COM-NBS), and ASTM C920.

Applicable Standards: Silglaze II SCS2800 sealant has been tested against the requirements of the following Federal Specifications for Silicone Building Sealants:

- TT-S-001543A (COM-NBS)
- TT-S-00230C (COM-NBS)
- ASTM C920-79

Contact GE for certification details.

Packaging: Silglaze II SCS2800 sealant is available in 300 ml plastic cartridges (12/case) with 4" removable nozzles, 5 gallon pails and 55 gallon drums.

4. TECHNICAL DATA

Silglaze II SCS2800 silicone sealant polymer is unaffected by normal weathering agents such as sunlight and ultraviolet radiation, rain, snow and temperature extremes.

When properly installed, joints formed of this material can be expected to extend and compress 100% of the installation width with no more than 50% movement in a single direction without affecting the seal or adhesive bond.

5. INSTALLATION

Method of Application: Install backup material or joint filler, setting blocks, spacer shims and tapes as specified. Apply Silglaze II SCS2800 sealant in a continuous operation, horizontally in one direction and vertically from the bottom to the top of the joint opening.

A positive pressure adequate to properly fill and seal the joint width should be employed. Tool or strike the Silglaze II SCS2800 sealant with light pressure to spread the material against the backup material and the joint surfaces. A tool with a concave profile is recommended to keep the Silglaze II SCS2800 sealant within the joint.

In cap bead glazing, tool the sealant applied at the sill so that precipitation and cleaning solutions will not pool. Silglaze II SCS2800 sealant can be applied at outdoor temperatures as low as -37°C (-35°F) provided that surfaces are clean, dry and frost free. Do not use water for tooling and do not apply to wet or damp surfaces.

While still uncured, excess sealant should be cleaned from glass, metal and plastics surfaces using solvent. Should sealant accidentally contact adjacent porous surfaces, the excess sealant should be allowed to progress through the initial cure or set-up. It should then be removed by abrasion or other mechanical means.

Note: In airpowered caulking guns, do not exceed 45 psig.

Precautions: Material Safety Data Sheets are available upon request from GE Silicones. Similar information for solvents and other chemicals used with GE products should be obtained from suppliers.

6. AVAILABILITY AND COST

Availability: S11glaze II SCS2800 sealant is available in the United States and Canada through distributors.

Cost: Contact a local distributor or the nearest GE Technical Service Center.

Government Requirements: Prior to considering use of a GE Silicones product in fulfilling any Government requirement, contact GE Silicones Government Programs Office.

7. WARRANTY

GE Silicones warrants that its product will conform to GE Silicones specifications at the time of application or use. The product must be stored in accordance with GE Silicones recommendations, and used or applied before the earliest of (i) the indicated "Use Before Date", (ii) one year from date of purchase, or (iii) expiration of such other period or recommended storage time stated in GE Silicones product literature. If notified, in writing, of a claim within six months of the product's use or application, GE Silicones will, at its option,

replace or refund the purchase price of any GE Silicones product which does not satisfy the foregoing warranty. THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR DEFECTS OR FAILURE OF THE PRODUCT, AND THE SOLE AND EXCLUSIVE LIABILITY OF GE. THE WARRANTIES STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

Limitation of Liability: GE shall, in no event, whether the claim is based on warranty, contract, tort, strict liability, negligence or otherwise, be liable for incidental or consequential damages, or for any damages in excess of the amount of the purchase price.

Note: For many products, GE Silicones may be able to offer a more extensive, application specific warranty. For further information, contact a GE Silicones field representative.

8. MAINTENANCE

If the silicone sealant becomes damaged, replace damaged portion. Clean surfaces in damaged area, remove any residual sealant and repair with fresh silicone sealant.

9. TECHNICAL SERVICES

Complete technical information and literature is available from GE Silicones Technical Centers. Laboratory facilities and application engineering are available upon request from GE Silicones. Any technical advice furnished by GE Silicones, or any representative of GE Silicones, concerning any use or application of any sealant is believed to be reliable but GE Silicones makes no warranty, express or implied, or any use or application for which such advice is furnished.

10. FILING SYSTEMS

- Electronic SPEC-DATA®
- SPEC-DATA® II
- Sweet's Architectural File 07920/GEN
- GE Silicone Technical Centers



GE Silicones World Wide Offices

General Electric Company
230 Hudson River Road
Waterford, NY 12188
Phone: 518-253-2826

General Electric Canada, Inc.
2300 Midland Avenue Blvd
Mississauga, Ontario
Canada L5Y 5P9
Phone: 416-888-4944/5

GE Silicones Pacific, Ltd.
GE Pacific PTE Ltd.
158 Beach Road
#24-26 Gateway West
Singapore, 0718
Phone: 65-221-8700

GE Silicones Korea
c/o Daeyoung Silicones Co., Ltd.
Oriental Green, Bldg.
52, Sotang-Dong, Chung-Ku,
Seoul, Korea, 100-070
Phone: 82-2-774-2511

General Electric Phoenix, N.V.
Paviljoen 1
P.O. Box 117
4800 AG Borge op Zand
The Netherlands
Phone: 31-1640-32291

GE Silicones
125 Hammond Road
Dundee, Ont.
Victoria, S1J7S
Australia
Phone: 61-3-751-8777

General Electric Technical
Service Co., Inc.
Taiwan Branch
7E, Farouse Physics Building
201, Tin Hui North Road
Taipei, Taiwan
Phone: 886-2-814-8521

CDS4640 (11/93)

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Silicones

SilGlaze® II SCS2802

SilGlaze® II SCS2800 Silicone Sealant

Product Description SilGlaze II SCS2800 sealant is a one-part, neutral, fast cure, low modulus silicone sealant that offers excellent adhesion, weatherability and elasticity.

COLORS

SilGlaze II SCS2800 sealant is available in 7 colors plus translucent:

Product Designation	Color
SCS2801	Translucent
SCS2802	White
SCS2803	Black
SCS2800.0349	Beige
SCS2800.0350	Brown
SCS2808	Gray/Aluminum
SCS2897	Bronze
SCS2892	Blue White

PACKAGING

SilGlaze II is available in plastic cartridges containing 300ml fixed and screw-on nozzles, 4.6 gallon pails, and 52 gallon fiber drums.

Key Performance Properties

BASIC USES

SilGlaze II SCS2800 offers a patented fast-cure technology that results in excellent adhesion to wood, vinyl, aluminum and glass and improved throughput and productivity in automated glazing equipment. SilGlaze II SCS2800 has been specially formulated for use in shop window fabrication as a bedding sealant as well as for cap, toe and heel head applications.

SilGlaze II SCS2800 sealant may also be used as a perimeter weatherseal for field glazing, window installation, and general purpose sealing applications.

LIMITATIONS

SIGlaze II SCS2800 sealant should not be used:

- ✦ For structural glazing applications
- ✦ For aquariums
- ✦ For continuous water immersion applications
- ✦ For applications where FDA or USDA compliance is required
- ✦ In glass butt joints or other glazing applications where small bubbles which can develop during cure may be objectionable
- ✦ In totally confined spaces since the sealant requires atmospheric moisture for cure
- ✦ If painting over the sealant is a requirement

Typical Product Data

TYPICAL PROPERTIES

Property	Value	Test Method
Tooling Time	8-12 min.	at 75° F/50% R.H.
Sag/Slump	0.1 in. max.	TT-S-001543A, ASTM C619
Tack-free Time	30 min.	TT-S-001543A, ASTM C639
Cure Time	3/8": 2-4 days 1/8": < 12 hours	
Dynamic Movement Capability	±50%	ASTM C719
Hardness (Shore A)	18	ASTM D2240
Tensile Strength	220 psi	ASTM D412
Ultraviolet and Ozone Resistance	Excellent	Weatherometer - Twin, Arc
Staining on Concrete	None	TT-S-001543A, ASTM D1248
(1) Contact GE Silicones' Quality Assurance for certification details of Federal Specifications TT-S-001543A, TT-S0023C, ASTM C920, and AAMA Specifications.		

TECHNICAL DATA

SIGlaze II SCS2800 silicone sealant polymer is unaffected by normal weathering agents such as sunlight and ultraviolet radiation, rain, snow and temperature extremes.

When properly installed, joints formed of this material can be expected to extend and compress 100% of the installation width with no more than 50% movement in a single direction without affecting the seal or adhesive bond.

TECHNICAL SERVICES

Complete technical information and literature is available from GE Silicones. Laboratory facilities and application engineering are available upon request from GE Silicones. Any technical advice furnished by GE Silicones, or any representative of GE Silicones, concerning any use or application of any sealant is believed to be reliable but GE Silicones makes no warranty, express or implied, or any use or application for which such advice is furnished.

Specifications APPLICABLE STANDARDS

SilGlaze II SCS2800 sealant has been tested against the requirements of the following Federal Specifications for Silicone Building Sealants:

- TT-S-001543A (COM-NBS)
- TT-S-002300 (COM-NBS)
- ASTM C920-79
- AAMA 802.3-92, 805.2-92, 808.3-92, 803.3-92 (Type 1)

Contact GE for certification details.

FILING SYSTEMS

- Electronic SPEC-DATA®
- SPEC-DATA® II
- Sweet's Architectural File 07920/GEN
- GE Silicone Technical Centers

Instructions for Use INSTALLATION

METHOD OF APPLICATION

Install backup material or joint filler, setting blocks, spacer shims and tapes as specified. Apply SilGlaze II SCS2800 sealant in a continuous operation, horizontally in one direction and vertically from the bottom to the top of the joint opening. A positive pressure adequate to properly fill and seal the joint width should be employed. Tool or strike the SilGlaze II SCS2800 sealant with light pressure to spread the material against the backup material and the joint surfaces. A tool with a concave profile is recommended to keep the SilGlaze II SCS2800 sealant within the joint.

In cap bead glazing, tool the sealant applied at the sill so that precipitation and cleaning solutions will not pool. SilGlaze II SCS2800 sealant can be applied at outdoor temperatures as low as -37°C (-35°F) provided that surfaces are clean, dry and frost free. Do not use water for tooling and do not apply to wet or damp surfaces.

While still uncured, excess sealant should be cleaned from glass, metal and plastic surfaces using solvent. Should sealant accidentally contact adjacent porous surfaces, the excess sealant should be allowed to progress through the initial cure or set-up. If should them be removed by abrasion or other mechanical means.

Note: In airpowered caulking guns, do not exceed 45 psig.

MAINTENANCE

If the silicone sealant becomes damaged, replace damaged portion. Clean surfaces in damaged area, remove any residual sealant and repair with fresh silicone sealant.

Handling and Safety Material Safety Data Sheets are available upon request from GE Silicones. Similar information for solvents and other chemicals used with GE products should be obtained from suppliers.

PRECAUTIONS

Material Safety Data Sheets are available upon request from GE Silicones. Similar information for solvents and other chemicals used with GE products should be obtained from suppliers.

Storage and Warranty Period SilGlaze II SCS2800 silicone sealant should be stored in sealed containers at temperatures at or below 80°F (27°C). Refer to the "Use Before Date" on the packaging carton. In cases where the shelf life has been exceeded, the local GE Silicones representative should be contacted for further information, prior to the intended use of this material.

Availability Availability: SilGlaze II SCS2800 sealant is available in the United States and Canada through distributors.
Cost: Contact a local distributor or the nearest GE Technical Service Center.

Government Requirement Prior to considering use of a GE Silicones product in fulfilling any Government requirement, please contact the Government and Trade Compliance office at 413-448-4624.

CDS4640

LEGAL DISCLAIMER

THE MATERIALS, PRODUCTS AND SERVICES OF GE SILICONES, GE BAYER SILICONES, GE TOSHIBA SILICONES, THEIR SUBSIDIARIES OR AFFILIATES (THE "SUPPLIER"), ARE SOLD SUBJECT TO THE SUPPLIER'S STANDARD CONDITIONS OF SALE, WHICH ARE INCLUDED IN APPLICABLE SALES AGREEMENTS, PRINTED ON THE BACK OF ACKNOWLEDGMENTS AND INVOICES, OR AVAILABLE UPON REQUEST. ALTHOUGH THE INFORMATION, RECOMMENDATIONS OR ADVICE CONTAINED HEREIN IS GIVEN IN GOOD FAITH, SUPPLIER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, (1) THAT THE RESULTS DESCRIBED HEREIN WILL BE OBTAINED UNDER END-USE CONDITIONS, OR (2) AS TO THE EFFECTIVENESS OR SAFETY OF ANY DESIGN INCORPORATING SUPPLIER'S MATERIALS, PRODUCTS, SERVICES, RECOMMENDATIONS OR ADVICE. NOTHING IN THIS OR ANY OTHER DOCUMENT SHALL ALTER, VARY, SUPERSEDE OR OPERATE AS A WAIVER OF ANY OF THE SUPPLIER'S STANDARD CONDITIONS OF SALE.

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**SCS2803 12C-Crtrg (0.738 Lbs-0.335 Kg)
Silicone Rubber Sealant**



Manufactured By: GES Waterford Plant
280 Hudson River Rd
Waterford NY 12188
Revised: 02/18/2005
Prepared: PRODUCT STEWARDSHIP COMPLIANCE AND STANDARDS
CHEMTREC 1-800-424-9300

Chemical Family/Use: Sealant
Formula: Mixture

HMS
Flammability: 0 Reactivity: 0 Health: 1 Prot. Equipm.:
NFPA
Flammability: 0 Reactivity: 0 Health: 1 Special Haz.:



<u>PRODUCT COMPOSITION</u>	<u>CAS REG NO.</u>	<u>WGT. %</u>
A. HAZARDOUS		
Hexamethyldisilazane	889-97-3	1 - 5 %
Octamethylcyclotetrasiloxane	556-87-2	1 - 5 %
Methyltrimethoxysilane	1185-55-3	1 - 5 %
B. NON-HAZARDOUS		
SILOXANES & SILICONES, DIMETHYL-POLYMERS W/ METHYLSILSESQUIOXANES	68554-87-0	1 - 5 %
Treated fumed silica	68663-49-3	10 - 30 %
Polydimethylsiloxane	63148-82-9	10 - 30 %
Methoxypolydimethylsiloxane	68037-66-1	80 - 90 %



EMERGENCY OVERVIEW
WARNING! May be harmful if swallowed. May cause irritation of skin and eyes. Adverse liver and reproductive effects reported in animals.
Form: solid Color: Black Odor: Trace Ammonia



**SCS2803 12C-Crtrg (0.738 Lbs-0.335 Kg)
Silicone Rubber Sealant**

POTENTIAL HEALTH EFFECTS

INGESTION

May be harmful if swallowed.

SKIN

May cause mild skin irritation.

INHALATION

None known.

EYES

May cause mild eye irritation.

MEDICAL CONDITIONS AGGRAVATED

None known.

SUBCHRONIC (TARGET ORGAN)

Liver injury may occur.; Reproductive hazard.

CHRONIC EFFECTS / CARCINOGENICITY

This product or one of its ingredients present 0.1% or more is NOT listed as a carcinogen or suspected carcinogen by NTP, IARC, or OSHA.

ROUTES OF EXPOSURE

dermal; Eyes

OTHER

Methanol released during curing. Ammonia released during curing. This product contains methylpolysiloxanes which can generate formaldehyde at approximately 300 degrees Fahrenheit (150°C) and above, in atmospheres which contain oxygen. Formaldehyde is a skin and respiratory sensitizer, eye and throat irritant, acute toxicant, and potential cancer hazard. An MSDS for formaldehyde is available from GE Silicones.

INGESTION

Do not induce vomiting. Slowly dilute with 1-2 glasses of water or milk and seek medical attention. Never give anything by mouth to an unconscious person.

SKIN

Wash with soap and water. Get medical attention if irritation or symptoms from Section 3 develop.

INHALATION

If inhaled, remove to fresh air. If not breathing give artificial respiration using a barrier device. If breathing is difficult give oxygen. Get medical attention.



Advanced Materials - Silicones

Material Safety Data Sheet

Version: 1.1
02/16/2005

SCS2803 12C-Crtrg (0.738 Lbs-0.335 Kg) Silicone Rubber Sealant

EYES

In case of contact, immediately flush eyes with plenty of water for at least 15 minutes and get medical attention if irritation persists.

NOTE TO PHYSICIAN

None known.

FLASH POINT:

ca. 110.00 °C; 230 °F

METHOD:

PMCC

IGNITION TEMPERATURE:

not applicable

FLAMMABLE LIMITS IN AIR - LOWER (%):

not applicable

FLAMMABLE LIMITS IN AIR - UPPER (%):

not applicable

SENSITIVITY TO MECHANICAL IMPACT:

No

SENSITIVITY TO STATIC DISCHARGE

Sensitivity to static discharge is not expected.

EXTINGUISHING MEDIA

All standard extinguishing agents are suitable. none

SPECIAL FIRE FIGHTING PROCEDURES

Firefighters must wear NIOSH/MSHA approved positive pressure self-contained breathing apparatus with full face mask and full protective clothing.

ACTION TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED

Wipe, scrape or soak up in an inert material and put in a container for disposal. Wash walking surfaces with detergent and water to reduce slipping hazard. Wear proper protective equipment as specified in the protective equipment section. Increase area ventilation.

STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Avoid contact with skin, eyes and clothing. Ensure adequate ventilation. Use only in well-ventilated areas. Avoid accidental ingestion of this material. Wash hands and face before eating, drinking, smoking, using toilet facilities, or applying cosmetics. Remove contact lenses before using sealant. Do not handle lenses until all sealant has been cleaned from the fingertips, nails and cuticles. Residual sealant may remain on fingers for several days and transfer to lenses and cause severe eye irritation. Store away from heat, sources of ignition, and incompatibles.



**SCS2803 12C-Crtrg (0.738 Lbs-0.335 Kg)
Silicone Rubber Sealant**

Keep away from children.

ENGINEERING CONTROLS

Eyewash stations; Showers; Exhaust ventilation

RESPIRATORY PROTECTION

If exposure limits are exceeded or respiratory irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Supplied air respirators may be required for non-routine or emergency situations. Respiratory protection must be provided in accordance with OSHA regulations (see 29CFR 1910.134).

PROTECTIVE GLOVES

Cloth gloves.

EYE AND FACE PROTECTION

Monogoggles.

OTHER PROTECTIVE EQUIPMENT

Wear suitable protective clothing and eyeface protection.

Exposure Guidelines

Component	CAS RN	Source	Value
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Absence of values indicates none found

PEL - OSHA Permissible Exposure Limit; TLV - ACGIH Threshold Limit Value; TWA - Time Weighted Average

OSHA revoked the Final Rule Limits of January 19, 1989 in response to the 11th Circuit Court of Appeals decision (AFL-CIO v. OSHA) effective June 30, 1993. See 29 CFR 1910.1000 (56 FR 35338).

BOILING POINT - C & F:	not applicable
VAPOR PRESSURE (20 C) (MM HG):	<1 MM
VAPOR DENSITY (AIR=1):	not applicable
FREEZING POINT:	no data available
MELTING POINT:	no data available
PHYSICAL STATE:	solid
ODOR:	Trace Ammonia
COLOR:	Black
EVAPORATION RATE (BUTYL ACETATE=1):	< 1
SPECIFIC GRAVITY (WATER=1):	ca. 1.03
DENSITY (KG/M3):	ca. 1,035.00 KG/M3
ACID / ALKALINITY (MEQ/G):	not applicable
pH:	not applicable



**SCS2803 12C-Crtrg (0.738 Lbs-0.335 Kg)
Silicone Rubber Sealant**

VOLATILE ORGANIC CONTENT (VOL):	not applicable
SOLUBILITY IN WATER (20 C):	Unknown
SOLUBILITY IN ORGANIC SOLVENT (STATE SOLVENT):	Toluene
VOC EXCL. H2O & EXEMPTS (G/L):	33.00

STABILITY
Stable

HAZARDOUS POLYMERIZATION
Will not occur

HAZARDOUS THERMAL DECOMPOSITION / COMBUSTION PRODUCTS
Carbon monoxide; carbon dioxide (CO₂); Silicon dioxide; formaldehyde; Methanol; ammonia

INCOMPATIBILITY (MATERIALS TO AVOID)
None known.

CONDITIONS TO AVOID
None known.

ACUTE ORAL
no data available

ACUTE DERMAL
no data available

ACUTE INHALATION
no data available

OTHER

Octamethylcyclotetrasiloxane Ingestion: Rodents given large doses via oral gavage of octamethylcyclotetrasiloxane (1600 mg/kg day, 14 days) developed increased liver weights relative to unexposed control animals due to hepatocellular hyperplasia (increased number of liver cells which appear normal) as well as hypertrophy (increased cell size). Inhalation: In inhalation studies, laboratory rodents exposed to octamethylcyclotetrasiloxane (300 ppm five days week, 90 days) developed increased liver weights in female animals relative to unexposed control animals. When the exposure was stopped, liver weights returned to normal. Microscopic examination of the liver cells did not show any evidence of pathology. Inhalation studies utilizing laboratory rabbits and guinea pigs showed no effects on liver weights. Inhalation exposures typical of industrial usage (6-10 ppm) showed no toxic effects in rodents. Range finding reproductive studies were conducted (whole body inhalation, 70 days prior to mating, through mating, gestation and lactation) with octamethylcyclotetrasiloxane (O4). Rats were exposed to 70 and 700 ppm. In the 700 ppm group,



**SCS2803 12C-Crtrg (0.738 Lbs-0.335 Kg)
Silicone Rubber Sealant**

there was a statistically significant reduction in mean litter size and in implantation sites. No D4 related clinical signs were observed in the pups and no exposure related pathological findings were found. Interim results from a two generation reproductive study in rats exposed to 500 and 700 ppm D4 (whole body inhalation, 70 days prior to mating, through mating, gestation and lactation) resulted in a statistically significant decrease in live mean litter size as well as extended periods of off-spring delivery (dystocia). These results were not observed at the 70 and 300 ppm dosing levels. Preliminary results from an ongoing 24-month combined chronic/oncogenicity study in rats exposed to 10, 30, 150, or 700 ppm D4 showed test-article related effects in the kidney (male and female) and uterus of rats exposed for 12 to 24 months. These effects include increased kidney weight and severity of chronic nephropathy, increased uterine weight, increased incidence of endometrial cell hyperplasia, and an increased incidence of endometrial adenomas. All of these effects are limited to the 700 ppm exposure group. The relevance of these data to humans is unclear. Further studies are ongoing. In developmental toxicity studies, rats and rabbits were exposed to octamethylcyclotetrasiloxane at concentrations up to 700 ppm and 500 ppm respectively. No teratogenic effects (birth defects) were observed in either study.

SENSITIZATION
no data available

SKIN IRRITATION
no data available

EYE IRRITATION
no data available

MUTAGENICITY
Unknown

ECOTOXICOLOGY
Ecotoxicological data for this product is not available.

CHEMICAL FATE
no data available

DISTRIBUTION

DISPOSAL METHOD
Disposal should be made in accordance with federal, state and local regulations.



**SCS2803 12G-Crtrg (0.738 Lbs-0.335 Kg)
Silicone Rubber Sealant**

Not Regulated if Section is Blank



Inventories

Canada DSL Inventory	y (positive listing)
Korea Existing Chemicals Inventory (KECI)	y (positive listing)
China Inventory of Existing Chemical Substances	y (positive listing)
Australia Inventory of Chemical Substances (AICS)	y (positive listing)
Philippines Inventory of Chemicals and Chemical Substances (PICCS)	y (positive listing)
TSCA list	y (positive listing)
EU list of existing chemical substances	y (positive listing)
Canada NDSL Inventory	n (Negative listing)
Japan Inventory of Existing & New Chemical Substances (ENCS)	n (Negative listing)

For inventories that are marked as quantity restricted or special cases, please contact GE.

US Regulatory Information

CERCLA		
<u>PRODUCT COMPOSITION</u>	<u>Chemical</u>	<u>CERCLA Reportable Quantity</u>

CLEAN AIR ACT

CLEAN WATER ACT

SARA SECTION 302

SARA (311,312) HAZARD CLASS
Acute Health Hazard; Chronic Health Hazard

SARA (313) CHEMICALS

Canadian Regulatory Information

WHMIS HAZARD CLASS



Advanced Materials - Silicones

Material Safety Data Sheet

Version: 1.1
02/18/2005

**SCS2803 12C-Crtrg (0.738 Lbs-0.336 Kg)
Silicone Rubber Sealant**

D2A VERY TOXIC MATERIALS, D2B TOXIC MATERIALS

Other

SCHDLE B/HTSUS: 3214.10.00.10 Mastic based on rubber.

ECCN: EAR99

CALIFORNIA PROPOSITION 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects or any other harm.

OTHER

These data are offered in good faith as typical values and not as product specifications. No warranty, either expressed or implied, is made. The recommended industrial hygiene and safe handling procedures are believed to be generally applicable. However, each user should review these recommendations in the specific context of the intended use and determine whether they are appropriate. C = ceiling limit, NEGL = negligible EST = estimated, NF = none found NA = not applicable, UNKN = unknown NE = none established, REC = recommended ND = none determined, V = recommended by vendor SKN = skin, TS = trade secret R = recommended, MST = mist NT = not tested, STEL = short term exposure limit By-product = reaction by-product, TSCA inventory status not required under 40 CFR part 720.30(h-2).

SPEC DATA

This Spec-Data sheet conforms to editorial style prescribed by The Construction Specifications Institute. The manufacturer is responsible for technical accuracy.


UltraGlaze®
Structural Glazing Sealant

GE Silicones
August 1992
(Supersedes November 1990)

JOINT SEALERS
High Strength Structural Sealant

JOINT SEALERS
High-Strength Structural Sealant

7

GE Silicones
August 1992
(Supersedes November 1990)


UltraGlaze®
Structural Glazing Sealant

1. PRODUCT NAME

UltraGlaze® SSG4000 Silicone Structural Glazing Sealant

2. MANUFACTURER

GE Silicones
General Electric Company
Waterford, New York 12188
Phone: (800) 255-8886

3. PRODUCT DESCRIPTION

UltraGlaze SSG4000 Silicone Structural Glazing Sealant is a one-component, high-strength neutral cure sealant specially designed and tested for structurally glazed curtain wall applications.

Performance Characteristics Include:

- High-strength structural sealant with primerless adhesion to many building substrates. Specific substrate testing required on all structurally glazed projects.
- Compatible with GE Silicones insulating glass sealants
- Low Odor
- Long tooling time
- Non-cosmive cure by-product

Basic Uses: UltraGlaze SSG4000 Silicone Structural Glazing Sealant is designed for use in structural glazing applications such as in-shop or field glazing of curtain wall modules where glass lights are attached to the metal framing system with the structural sealant. This material can also be used as the weatherseal in glass-to-glass butt joints.

Limitations: Structural glazing applications require that GE Silicones give written approval of the use of UltraGlaze SSG4000 sealant for each building project.

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TYPICAL PROPERTIES

As Supplied	Value	Test Method
Color	Black	
Shore A Hardness	37	ASTM D 2240
Ultimate Tensile Strength	300 psi (2.1 MPa)	ASTM D 412
Ultimate Elongation, %	500	ASTM D 412
Tensile at 50% Elongation	180 psi (.69 MPa)	ASTM D 412
Tensile at 100% Elongation	175 psi (1.2 MPa)	ASTM D 412
Specific Gravity	1.52	
Application Rate	300 grns/minute	ASTM C 603
SAG/Slump	0.1" max.	ASTM C 639
Peel Strength	50 ppi (8.7 $\frac{N}{mm}$)	ASTM C 794
Aluminum-glass (21-day cure)		
70°F (21°C) 50% R.H.	±50%*	
Joint Movement Capability	Excellent	ASTM C 719
Ozone and U.V. Resistance	2 1/2 - 4	ASTM C 739
Tack Free Time (hours)	up to "use before date"	
Storage Warranty Period	stamped on package	
if stored below 80°F (27°C)	5-7	
Cure Time (days) (1/4"/2mm deep)		
at 70°F (21°C) 50% R.H.		
Full Adhesion (days)	14-21	
Tooling Time (minutes)	30	
* Contact GE Silicones for allowable joint movement in structurally glazed applications.		
Specifications - Typical product data values should not be used as specifications. Assistance and specifications are available by contacting GE Silicones at 800/255-8886.		

Drawing review and substrate testing, as outlined in the most recently published Silicone Structural Glazing Guild, (1963), must be completed prior to sealant use on a project. Review and testing is done on a job-to-job basis. No blanket approval is given by GE Silicones for structural glazing applications. Use only approved back-up materials, spacer blocks to ensure sealant compatibility and function.

Packaging: UltraGlaze SSG4000 Silicone Structural Glazing Sealant is available in 10.3 fl. oz. (304 mL) plastic caulking cartridges packaged in cartons of 24 units, 2 and 5 gallon plastic pails (7.57 L and 18.92 L) and 55 gallon drums (42 gals./158.9 L).

Color: UltraGlaze SSG4000 Silicone Structural Glazing Sealant is available in black only.

Applicable Standards: UltraGlaze

SSG4000 Silicone Structural Glazing Sealant meets or exceeds the requirements of the following specifications for one-part sealants. U.S. Federal Specifications:

- TT-S-001543A (COM-NBS)
- TT-S-00230C (COM-NBS)
- ASTM C 920

4. TECHNICAL DATA

UltraGlaze SSG4000 Silicone Structural Glazing Sealant exhibits excellent resistance to ultraviolet radiation, ozone, high and low temperatures and water vapor. It is compatible with many types of coated glass, metal finishes, glazing gaskets, setting blocks and spacer. GE Silicones policy is to test on a project-by-project basis each substrate and component used in a structural glazing assembly for adhesions and compatibility to assure optimum per-

formance. No blanket approvals will be issued relative to adhesion or compatibility of Ultraglaze SSG4000 Silicone Structural Glazing Sealant with such materials.

Joint Design and Dimensions:

The design professional has the total responsibility for the determination of the structural sealant joint dimension based on design wind loads, glass sizes and anticipated thermal movement. Joint dimensions should be reviewed by GE Silicones prior to actual sealant installation. Shop drawings design wind load and glass size information must be by the fabricator/glazing contractor.

The following outlines the suggested procedure which should be followed to receive suggestions from GE Silicones as to the use of Ultraglaze SSG4000 Silicone Structural Glazing Sealant.

To be provided to GE Silicones:

- Architectural and shop drawings for review and comment
- Design wind load requirement
- Glass sizes
- Production samples of metal, glass, gaskets, spacers and setting blocks with generic type and manufacturer identified

GE Silicones will:

- Review and comment on architectural and shop drawings
- Confirm joint dimensions as meeting design criteria
- Provide short term adhesion data in accordance with a modified ASTM 794-80 test method
- Perform compatibility test results on gaskets, spacers and setting blocks

GE Silicones will not:

- Design sealant joint regarding wind loading or thermal movement
- Provide comments on structural integrity of metal framing system

- Provide long term performance data. A minimum joint thickness of 1/4" (7 mm) should be used in order to make certain sealant can be injected in the cavity, insuring full contact with the glass and metal surface while remaining free of air voids. Greater joint thickness may be required to accommodate movement. Contact GE Silicones to deter-

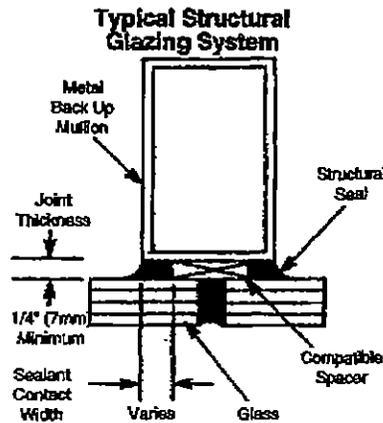


Figure 1

mine joint thickness required to accommodate movement in structurally glazed applications. Sealant contact width will vary with the design wind load and glass size. See Figure 1.

5. INSTALLATION

Surface Preparation: No sealant will maintain long-term adhesions to any substrate if the surface is not prepared and cleaned properly before the sealant is applied. Using proper materials as well as following prescribed surface preparation and cleaning procedures is vital for sealant adhesion.

Materials:

- Clean, fresh solvent as recommended by the structural silicone sealant manufacturer
- Clean, white cloths free of lint or approved wiping materials
- Clean, narrow-blade putty knife
- Adhesion promoter when required

Surface Preparation

Procedures/Cleaning:

Remove all loose material (such as dirt and dust), plus any oil, frost or other contaminant's from the substrates where structural silicone sealant adhesion is required. Clean the substrates receiving the sealant as follows:

- Do not use detergent to clean the substrate as residue may be left on the surface
- Using a two-rag wipe technique:
 - Wet one rag with solvent and wipe the entire surface area with it, then

- Use the second rag to wipe the wet solvent from the surface BEFORE it evaporates. Allowing solvent to dry on the surface without wiping with a second cloth negates the entire cleaning procedure because the contaminants are redeposited as the solvent dries.

- Do not spread the contaminants being removed by the solvent over the face of the area being cleaned. Any residue left may discolor or stain the face of the panels (such as metal or glass curtain walls).

- When cleaning deep, narrow joints, wrap the cleaning cloth around a clean, narrow-blade putty knife. This permits force to be applied to the surface to be cleaned.

- Clean only as much area as can be sealed in one hour. If cleaned areas are again exposed to rain or contaminants, the surface must be cleaned again.

- Change to clean rags frequently, as they become soiled. It is easy to see the soiling if white rags are used.

On Using Solvents: Do not dip used wipe cloths into solvent. This only contaminates the solvent. Cleaning with contaminated solvent can result in sealant adhesion problems. Always use clean containers for solvent use and for solvent storage.

Caution: Smoking, sparks, welding and flames of any type must not be permitted in the areas or the vicinity where solvents are being used.

Follow all precautions on the solvent warning label.

Adhesion Promoters: Both the nature of the substrate and the nature of the silicone sealant will determine whether and what type of adhesion promoter may be required in a particular application.

When properly used, adhesion promoters help assure strong and consistent sealant adhesion to surfaces that may be difficult to bond.

Most adhesion promoters are a blend of organic and inorganic chemicals, resins and solvents. NEVER APPLY ADHESION PROMOTER TO GLASS SURFACES. Obtaining the proper materials, as

well as following the prescribed procedures, is vital to ensure the successful use of adhesion promoters.

ADHESION PROMOTERS ARE NOT TO BE SUBSTITUTED FOR GOOD SURFACE PREPARATION.

Materials:

- Pressure-sensitive masking tape if required
- Drop cloths
- Clean, fresh adhesion promoter as recommended by the structural silicone sealant manufacturer

Procedures: Here are easy steps to follow when using an adhesion promoter:

- Mask joint edges if necessary to prevent them from being applied to over the face of adjacent surfaces.
- Apply a thin film of adhesion promoter to the joint surface with either a natural bristle brush or a clean, lint-free cloth or other approved wiping materials. Do not puddle adhesion promoter in glazing pockets.
- Allow the adhesion promoter to dry before applying the sealant. Drying time depends on ambient conditions, but most adhesion promoters contain fast-evaporating solvents so that waiting should be short (approximately 30 minutes).

Caution: Adhesion promoters contain solvents. Smoking, sparks, welding and flames of any type must not be permitted in the areas of the vicinity where solvents are being used.

Masking:

- Before applying the structural silicone sealant, use pressure-sensitive tape to mask the exterior face of the joint where necessary. Start from the top down and overlap the runs. Use drop cloths to cover any horizontal surfaces likely to receive any excess sealant removed during tooling operations.

Structural Silicone Sealant Application: The sealant should be applied carefully and according to the written instruction on the container. • Apply the sealant by pushing the bead ahead of the nozzle and making sure that the entire cavity is filled. AIR POCKETS OR VOIDS ALONG THE EDGES ARE NOT ACCEPTABLE.

- Tooling should be done neatly,

forcing the sealant into contact with the sides of the joint, thus helping to eliminate any internal voids and assuring good substrate contact.

- Do not tool with water, soap or detergent solutions.

Method of Application- Ultraglaze SSG4000 Silicone Structural Glazing Sealant can be dispensed directly from 10.3 fl. oz. (304 mL) cartridges or by use of a bulk caulking gun used in conjunction with a follower plate and 2 or 5 gallon pails (7.57 L and 18.92 L). The sealant may also be dispensed from 55 gallon drums (42 gals./158.9 L) with pumping equipment. Consult GE Silicones regarding suggested pumping equipment and pumping procedures.

Precautions: Material Safety Data Sheets are available upon request from GE Silicones. Similar information for solvents and other chemicals used with GE products may be obtained from your suppliers.

When solvents are used, proper safety precautions must be observed. All solvents must be used only in well ventilated areas. Exposure to high vapor concentrations must be avoided. When flammable solvents are used, storage, mixing, and use must be in areas away from heat, sparks, flame or other sources of ignition.

Storage and Shelf Life: Ultraglaze SSG4000 Silicone Structural Glazing Sealant should be stored in sealed containers at temperatures at or below 80°F (27°C). Refer to the "Use Before Date" on the packaging carton. In cases where the shelf life has been exceeded, the local GE Silicones representative should be contacted for further information, prior to the intended use of this material.

6. AVAILABILITY AND COST

Availability: Ultraglaze SSG400 Silicone Sealant is available in the United States and Canada through distributors.

Cost: Contact a local distributor or nearest GE Technical Center.

Government Requirements:

Prior to considering use of a GE Silicones product in fulfilling any Government requirement, contact GE Silicones Customer Service department to determine if all government requirements can be met.

7. WARRANTY

Limited Warranty: GE Silicones warrants that its product will conform to GE Silicones specifications at the time of application or use. The product must be stored in accordance with GE Silicones recommendations, and used or applied before the earliest of (i) the indicated "Use Before Date", (ii) one year from date of purchase, or (iii) expiration of such other period or recommended storage time stated in the GE Silicones product literature. If notified, in writing, of a claim within six months of the product's use or application, GE Silicones will, at its option, replace or refund the purchase price of any GE Silicones product which does not satisfy the foregoing warranty. THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR DEFECTS OR FAILURE OF THE PRODUCT, AND THE SOLE AND EXCLUSIVE LIABILITY OF GE. THE WARRANTIES STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE.

Limitation of Liability: GE shall in no event be liable for claim based on warranty, contract, tort, strict liability, negligence or otherwise, be liable for incidental or consequential damages, or for any damages in excess of the amount of the purchase price.

Note: For many products, GE Silicones may be able to offer a more extensive, application specific warranty. For further information, contact your GE Silicones field representative.

8. MAINTENANCE

No maintenance is needed. If silicone sealant becomes damaged, replace damaged portion. Clean surfaces in damaged area and repair with fresh silicone sealant.

9. TECHNICAL SERVICES

Additional technical information and literature are available from GE Silicones. Laboratory facilities and application engineering are available upon request from GE Silicones. Any technical advice furnished by GE Silicones, or any representative of GE Silicones, concerning any use or application of any sealant is believed to be reliable but GE Silicones makes no warranty, express or implied, of any use or application for which advice is furnished.

10. FILING SYSTEMS

- Electronic SPEC-DATA®
- SPEC-DATA®II
- Sweet's Architectural File 07920/GEN
- GE Silicones Technical Centers



GE Silicones World Wide Offices

General Electric Company 300 Hudson River Road Whiteford, NY 12188 Technical Assistance: 800-388-6888 Customer Service: 800-528-4229	General Electric Canada, Inc. 2000 Alton Towers Blvd Mississauga, Ontario Canada L4V1P7 Phone: 800-328-3880	GE Plastic Products, Ltd. GE Plastic Products, Ltd. 240 Tansong Plaza Rd. GE Tower 102-00 Singapore, 0502 Phone: 85-220-1332	GE Silicones Center c/o Pongong Silanes Co., Ltd. QEPH Bldg 4/F 331-8 Jialiyuan Dong Kowloon, HK Dist. Centre 138-070 Phone: 85-2-619-8229	General Electric Plastics, B.V. P.O. Box 1 P.O. Box 117 4000 AC Bergen op Zoom Zuid-Holland Phone: 31-1640-23291	GE Silicones 118 Harwood Road Danzhoug. Wuhan, 3178 Anchun Tientsin Phone: 81-0-731-6777	General Electric Technical Services Co., Inc. Tulsa Branch 77, Power Plastics Building JSC, Yan Han Moon Road Tientsin, Tientsin Phone: 86-2-214-6821	GE Silicones Mexico Humboldt 1488-104 Cof. Polanco, C.P. 11310 Mexico, D.F. Phone: 52-5-514-2021	General Electric Plastics Exchange Square Rm. 1401, 14th Floor Hong Kong Phone: 86-2-214-6821
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**UltraGlaze® SSG4000AC (Accelerated Cure)
Structural Glazing Sealant**

PRODUCT DESCRIPTION

UltraGlaze SSG4000AC Silicone Structural Glazing Sealant is a one-component, high-strength neutral cure sealant specially designed and tested for structurally glazed curtain wall applications.

KEY PERFORMANCE PROPERTIES

- High-strength structural sealant with primerless adhesion to many building substrates. Specific substrate testing required on all structurally glazed projects
- Compatible with GE Silicones insulating glass sealants
- Long tooling time
- Non-corrosive cure by-product

BASIC USES

UltraGlaze SSG4000AC Silicone Structural Glazing Sealant is designed for use in structural glazing applications such as in-shop or field glazing of curtain wall modules where glass lights are attached to the metal framing system with the structural sealant. This material can also be used as the weatherseal in glass-to-glass butt joints.

LIMITATIONS

Structural glazing applications require that GE Silicones provide written approval of the use of UltraGlaze SSG4000AC sealant for each building project. Drawing review and substrate testing, as outlined in the most recently published Silicone Structural Glazing Guide, must be completed prior to sealant use on a project. Review and testing is done on a job-to-job basis. No blanket approval is given by GE Silicones for structural glazing applications. Use only approved back-up materials, spacers and setting blocks to ensure sealant compatibility and function.

PACKAGING

UltraGlaze SSG4000AC Silicone Structural Glazing Sealant is available in 10.1 fl. oz. (300 ml) plastic caulking cartridges packaged in cartons of 24 units, 5 gallon plastic pails (18.92 L) and 55 gallon drums (42 gals./158.9 L).

COLOR

UltraGlaze SSG4000AC Silicone Structural Glazing Sealant is available in black only.

APPLICABLE STANDARDS

UltraGlaze SSG4000AC Silicone Structural Glazing sealant meets or exceeds the requirements of the following specifications for one-part sealants. US Federal Specifications:

- TT-S-001543A (COM-NBS)
- TT-S-00230C (COM-NBS)
- ASTM C920

TYPICAL PRODUCT DATA

As Supplied	Value	Test Method
Color	Black	
Shore A Hardness	48	ASTM D 2240
Ultimate Tensile Strength	335 psi (2.3 MPa)	ASTM D 412
Ultimate Elongation, %	400	ASTM D 412
Tensile at 50% Elongation	60 psi (.41 MPa)	ASTM C 1135
Tensile at 100% Elongation	100 psi (.70 MPa)	
Specific Gravity	1.52	
Application Rate	200 gms/minute	ASTM C 603
Sag/Slump	0.1" max.	ASTM C 639
Peel Strength	50 ppi (8.7 $\frac{kN}{m}$)	ASTM C 794
Aluminum-glass (21-day cure) 70°F (21°C) 50% R.H.		
Joint Movement Capability	±25%	ASTM C 719
Ozone and U.V. Resistance	Excellent	ASTM C 739
Tack Free Time (hours)	0.5	ASTM C 679
Cure Time (days) (1/4" / 6mm deep) at 70°F (21°C) 50% R.H.	1-2	
Full Adhesion (days)	7-14	
Tooling Time (minutes)	20	

SPECIFICATIONS

Typical product data values should not be used as specifications. Assistance and specifications are available by contacting GE Silicones at 1-800-255-8886.

TECHNICAL DATA

UltraGlaze SSG4000AC Silicone Structural Glazing Sealant exhibits excellent resistance to ultraviolet radiation, ozone, high and low temperatures and water vapor. It is compatible with many types of coated glass, metal finishes, glazing gaskets, setting blocks and spacers. GE Silicones policy is to test on a project-by-project basis each substrate and component used in a structural glazing assembly for adhesion and compatibility to assure optimum performance. No blanket approvals will be issued relative to adhesion or compatibility of UltraGlaze SSG4000AC Silicone Structural Glazing Sealant with such materials.

JOINT DESIGN AND DIMENSIONS

The design professional has total responsibility for the determination of structural sealant joint dimensions based on design wind loads, glass sizes and anticipated thermal movement.

The following materials are required to be submitted to GE Silicones to receive suggestions as to the use of UltraGlaze SSG4000AC Silicone Structural Glazing Sealant.

- Architectural and shop drawings for review and comment
- Design wind load requirement
- Glass sizes
- Production samples of metal, glass, gaskets, spacers and setting blocks with generic type and manufacturer identified

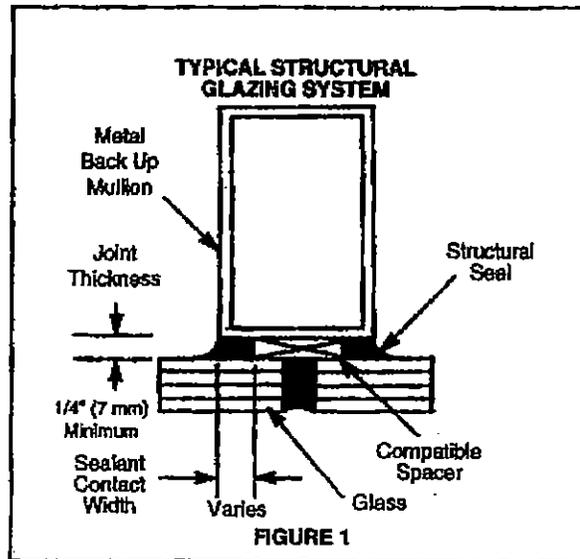
GE Silicones will provide the following to you after reviewing materials above:

- Determination as to whether the submitted joint dimensions meet the minimum design criteria necessary for the use of SSG4000AC
- Short term adhesion data in accordance with a modified ASTM C 794 test method
- Compatibility test results on gaskets, spacers and setting blocks
- Information as to suggested primers when required

GE Silicones will not:

- Design sealant joints
- Provide comments on the structural integrity of any framing system
- Provide long term performance data

A minimum joint thickness of 1/4" (7mm) should be used in order to make certain sealant can be injected in the structural joint opening insuring full contact with the glass and metal surfaces while remaining free of air voids. Greater joint thickness may be required to accommodate movement. Contact GE Silicones to determine joint thickness recommended to accommodate expected movement in structurally glazed applications. Sealant contact width will vary with the design wind load and glass size. See Figure 1.



INSTALLATION

Surface Preparation

No sealant will maintain long-term adhesion to any substrate if the surface is not prepared and cleaned properly before the sealant is applied. Using proper materials as well as following prescribed surface preparation and cleaning procedures is vital for sealant adhesion.

Materials

- Clean, fresh solvent as recommended by the structural silicone sealant manufacturer
- Clean, white cloths free of lint or approved wiping materials
- Clean, narrow-blade putty knife
- Adhesion promoter when required

Surface Preparation Procedures/Cleaning

Remove all loose material (such as dirt and dust), plus any oil, frost or other contaminants from the substrates where structural silicone sealant adhesion is required. Clean the substrates receiving the sealant as follows:

- Do not use detergent to clean the substrate as residue may be left on the surface
- Using a two-rag wipe technique: Wet one rag with solvent and wipe the entire surface area with it. Use the second rag to wipe the wet solvent from the surface BEFORE it evaporates. Allowing solvent to dry on the surface without wiping with a second cloth negates the entire cleaning procedure because the contaminants are redeposited as the solvent dries.
- Do not spread the contaminants being removed by the solvent over the face of the area being cleaned. Any residue left may discolor or stain the face of the panels (such as metal or glass curtain walls).

- When cleaning deep, narrow joints, wrap the cleaning cloths around a clean, narrow-blade putty knife. This permits force to be applied to the surface to be cleaned.
- Clean only as much area as can be sealed in one hour. If cleaned areas are again exposed to rain or contaminants, the surface must be cleaned again.
- Change to clean rags frequently, as they become soiled. It is easy to see the soiling if white rags are used.

Using Solvents

Do not dip used wipe cloths into solvent. This only contaminates the solvent. Cleaning with contaminated solvent can result in sealant adhesion problems. Always use clean containers for solvent use and for solvent storage.

Caution: Smoking, sparks, welding and flames of any type must not be permitted in the areas of the vicinity where solvents are being used. Follow all precautions on the solvent warning label.

Primers

Both the nature of the substrate and the nature of the silicone sealant will determine whether and what type of primer may be required in a particular application. When properly used, primers help assure strong and consistent sealant adhesion to surfaces that may be difficult to bond.

Most primers are a blend of organic and inorganic chemicals, resins and solvents. **NEVER APPLY PRIMER TO GLASS SURFACES.** Obtaining the proper materials, as well as following the procedures prescribed by the manufacturer, is vital to ensure the successful use of primers.

PRIMERS ARE NOT TO BE SUBSTITUTED FOR GOOD SURFACE PREPARATION.

Caution: Primers contain solvents. Smoking, sparks, welding and flames of any type must not be permitted in the areas or the vicinity where solvents are being used.

Masking

- Before applying the sealant, use pressure-sensitive tape to mask the exterior face of the joint where necessary. Start from the top down and overlap the runs.
- Use drop cloths to cover any horizontal surfaces likely to receive any excess sealant removed during tooling operations.

STRUCTURAL GLAZING SEALANT APPLICATION

The sealant should be applied carefully and according to the written instructions on the container, which may include the following:

- Apply the sealant by pushing the bead ahead of the nozzle and making sure that the entire cavity is filled. **AIR LOCK-**

ETS OR VOIDS ALONG THE EDGES ARE NOT ACCEPTABLE.

- Tooling should be done neatly, forcing the sealant into contact with the sides of the joint, thus helping to eliminate any internal voids and assuring good substrate contact.
- Do not tool with water, soap or detergent solutions.

Method of Application

UltraGlaze SSG4000AC Silicone Structural Glazing Sealant can be dispensed directly from 10.1 fl. oz. (300 ml) cartridges or by use of a bulk caulking gun used in conjunction with a follower plate and 5 gallon pails (18.92 L). The sealant may also be dispensed from 55 gallon drums (42 gals./158.9 L) and 5 gallon pails (18.92 L) with pumping equipment. Consult GE Silicones regarding suggested pumping equipment and pumping procedures.

PRECAUTIONS

Material Safety Data Sheets are available upon request from GE Silicones. Similar information for solvents and other chemicals used with GE products may be obtained from our suppliers.

When solvents are used, proper safety precautions must be observed. All solvents must be used only in well ventilated areas. Exposure to high vapor concentrations must be avoided. When flammable solvents are used, storage, mixing and use must be in areas away from heat, sparks, flame or other sources of ignition.

STORAGE WARRANTY PERIOD

The warranty period is 12 months from date of shipment from GE Silicones if stored in the original unopened container at 80°F (27°C) or less.

AVAILABILITY AND COST

Products may be ordered from GE Silicones, Waterford, NY 12188, the silicone sales office nearest you or where appropriate, an authorized GE Silicones product distributor. For cost information, contact a local distributor or nearest GE Technical Center.

GOVERNMENT REQUIREMENT

Prior to considering use of a GE Silicone product in fulfilling any government requirement, please contact the Government and Trade Compliance office at 413-448-4624.

TECHNICAL SERVICES

Additional technical information and literature are available from GE Silicones Technical Centers. Laboratory facilities and application engineering may be available by special arrangement with GE Silicones. Any technical advice furnished by GE Silicones or any representative of GE Silicones concerning any use or application of any sealant is believed to be reliable but GE Silicones makes no warranty, express or implied, of any use or application for which such advice is furnished.

To Find Out More. . .

Customer Service 800-332-3390

- Order entry / status
- Pricing / availability
- Samples - MSDS

Company & Product Info

- Internet address:
www.ge.com/silicones
- LJ Fulfillment Services
518-436-1085

Customer Assistance 800-255-8886 or

GES.help@gep.ge.com

- Technical assistance / inquiries
- Application review
- Product recommendations
- Sales support

Customer Specifications 800-626-7149

- Specification inquiries
- Specification reviews

Customer Literature

- Product data sheets:
FASTFAX 800-818-7FAX
24-hour, 7-day-a-week access
Technical data sheets
- All other literature:
LJ Fulfillment Services
Phone 518-436-1085
Fax 518-436-1364
E-mail lpem@aol.com
 - stocking orders for literature
 - product line selector guides
 - industry brochures & catalogs

Americas

GE Silicones World Headquarters

GE Silicones
260 Hudson River Road
Waterford, New York 12188
Technical Assistance:
800-255-8886
Customer Service:
800-332-3390

GE Canada, Inc.
2300 Meadowvale Blvd.
Mississauga, Ontario
Canada L5N 5P9
Telephone:
800-668-4644
Customer Service:
800-332-3390

GE Silicones Latin America
Av. Profongacion Reforma
#490 - 4 To.Plso
Col. Santa Fe
Mexico, D.F.C.P. 01207
Telephone: 525-257-6095
Fax: 525-257-6094

Europe

GE Bayer Silicones Headquarters

GE Bayer Silicones GmbH & Co KG
1 Falkenberg
D-40689 Erkrath
Germany
Telephone: 49-2104-9430
Fax: 49-2104-943111

GE Bayer Silicones GmbH & Co KG
1 Plasticlaan
P.O. Box 117
4600 AC Bergen op Zoom
The Netherlands
Telephone: 31-16429-2291
Fax: 31-16429-2706

GE Bayer Silicones GmbH & Co KG
15, Olaf Palme-Strasse
D-51368 Leverkusen
Germany
Telephone: 49-21430-31822
Fax: 49-21430-28435

Pacific

GE Silicones Hong Kong GE Plastics

Room 1008, Tower 1
The Gateway
25 Canton Road
Tsimshatsui, Kowloon
Hong Kong
Telephone: 852-2629-0888
Fax: 852-2629-0803

Toshiba Silicone Company
Roppongi 6-2-31, Minato-Ku
Tokyo 106-8550, Japan
Telephone: 81-3-3479-3918
Fax: 81-3-3479-2944

GE Silicones Korea
o/o Dongyang Silicones Co., Ltd.
GEPK Bldg. 4th Floor
231-B Nonhyun-dong
Kangnam-Ku
Seoul, Korea 135-010
Telephone: 82-2-518-2626
Fax: 82-2-517-2646

LIMITED WARRANTY

GE Silicones warrants that its products will conform to GE Silicones' internal specifications at the time of application or use, provided that the product is stored in accordance with GE Silicones' recommendations and used or applied before the earliest of (1) any "Use Before Date" indicated on the product package, (2) one year from date of shipment by GE Silicones, or (3) expiration of such other period or recommended storage time stated in GE Silicones' product literature for such product. If notified in writing of a claim within six months of a product's use or application, GE Silicones will, at its option, replace, or refund the purchase price of, any GE Silicones product which does not satisfy the foregoing warranty.

THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR DEFECTS IN, OR FAILURE OF, ANY PRODUCT, AND THE SOLE AND EXCLUSIVE LIABILITY OF GENERAL ELECTRIC COMPANY THEREFOR. THE WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: GE Silicones shall in no event, whether the claim is based on warranty, contract, tort, strict liability, negligence or otherwise, be liable for incidental or consequential damages, or for any other damages in excess of the amount of the purchase price.

NOTE: For many products, GE Silicones may be able to offer a more extensive, application specific warranty. For further information, contact your GE Silicones field representative.



GE Silicones

We bring good things to life.

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GE Silicones

FORMAT:USA

MATERIAL SAFETY DATA SHEET
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PRODUCT: SSG4000

SILICONE SEALANT

PAGE: 01

GENERAL PRODUCT AND COMPANY IDENTIFICATION

MANUFACTURED BY:
GE SILICONES
260 HUDSON RIVER ROAD
WATERFORD, NY 12188

SUPPLIED BY:
GE SILICONES
260 HUDSON RIVER ROAD
WATERFORD, NY 12188

EMERGENCY PHONE (24 HRS)
(518) 237-3330

EMERGENCY PHONE (24 HRS)
(518) 237-3330

REVISED: 02/12/93
PREPARER: DA POLSINELLI

CHEMICAL FAMILY/USE: SILICONE RUBBER
FORMULA: MIXTURE

COMPOSITION/INFORMATION ON INGREDIENTS

PRODUCT COMPOSITION/ CAS REG NO.	APPROX. WGT. %	ACGIH TLV TWA	OSHA PEL STEL	OSHA PEL TWA	OSHA PEL STEL	UNITS
1. HAZARDOUS						
METHYLTRIMETHOXYSILANE 1185-55-3	1-5	200(R)	NE	200(R)	NE	PPM
B. NON-HAZARDOUS						
POLYDIMETHYLSILOXANE SILANOL/STPD 70131-67-8	30-60	-	NE	-	NE	-
DIMETHYLPOLYSILOXANE 63148-62-9	5-10	NA	NE	NA	NE	NA
CALCIUM CARBONATE 1317-65-3	30-60	10	NE	15	NE	MG/M3
TRADE SECRET COMPONENT	5-10	10	NE	15	NE	MG/M3

See Section 15 for description of any WHMIS Trade Secret(s).

HAZARD IDENTIFICATION

EMERGENCY OVERVIEW:

This section not in use
POTENTIAL HEALTH EFFECTS:

INGESTION:

May be harmful if swallowed.

SKIN CONTACT:

May cause mild skin irritation.

INHALATION:

Causes mild respiratory irritation.

Applies only in uncured state.

EYE CONTACT:

Uncured product contact irritates eyes.

MEDICAL CONDITIONS AGGRAVATED:

None known.

SUBCHRONIC (TARGET ORGAN) EFFECTS:

None known.

CHRONIC EFFECTS/CARCINOGENICITY:

This product or one of its ingredients present 0.1% or more is NOT listed as a carcinogen or suspected carcinogen by NTP, IARC, or OSHA.

PRODUCTS/INGREDIENTS

This space reserved for special use.

PRINCIPLE ROUTES OF EXPOSURE:

Dermal - skin.

Eyes.

OTHER:

This product contains Methylpolysiloxanes which can generate Formaldehyde at approximately 300 degrees fahrenheit (150°C) and above, in atmospheres which contain oxygen. Formaldehyde is a skin and respiratory sensitizer, eye and throat irritant, acute toxicant, and potential cancer hazard. An MSDS for Formaldehyde is available from GE Silicones.

FIRST AID MEASURES**INGESTION:**

None known.

SKIN:

To clean from skin, remove completely with a dry cloth or paper towel, before washing with detergent and water.

INHALATION:

Move person to fresh air.

EYES:

In case of contact, immediately flush eyes with plenty of water for at least 15 minutes and get medical attention if irritation persists.

NOTE TO PHYSICIAN:

None known.

FIRE FIGHTING MEASURES**FLASH POINT:**

METHOD : NA (C) NA (F)

IGNITION TEMP : UNK (C) UNK (F)

FLAMMABLE LIMITS IN AIR - LOWER (%): NA

FLAMMABLE LIMITS IN AIR - UPPER (%): NA

SENSITIVITY TO MECHANICAL IMPACT (Y/N): NO

SENSITIVITY TO STATIC DISCHARGE:

Sensitivity to static discharge is not expected.

EXTINGUISHING MEDIA:

All standard firefighting media

SPECIAL FIREFIGHTING PROCEDURES:

None known.

ACCIDENTAL RELEASE MEASURES**ACTION TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED:**

Wipe, scrape or soak up in an inert material and put in a container for disposal.

Wash walking surfaces with detergent and water to reduce slipping hazard.

Wear proper protective equipment as specified in the protective equipment section.

7. HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE:

Avoid contact with skin and eyes.
 Use only in a well ventilated area.
 Remove contact lenses before using sealant. Do not handle lenses until all sealant has been cleaned from the fingertips, nails and cuticles. Residual sealant may remain on fingers for several days and transfer to lenses and cause severe eye irritation.
 Product releases methanol during application and curing. (methanol TLV = 200 ppm).
 Uncured product contact irritates eyes.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS:
 Eyewash stations.
RESPIRATORY PROTECTION:
 Use in a well ventilated area.
PROTECTIVE GLOVES:
 Cloth gloves.
EYE AND FACE PROTECTION:
 Safety glasses.
OTHER PROTECTIVE EQUIPMENT:
 None known.
VENTILATION:
 Use only in well ventilated area.

9. PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT INFORMATION:			
BOILING POINT :	NA.	(C) NA	(F)
VAPOR PRESSURE(20 C)(MM HG):	NEG		
VAPOR DENSITY (AIR=1) :	NEG		
FREEZING POINT :	NA	(C) NA	(F)
MELTING POINT :	NA	(C) NA	(F)
PHYSICAL STATE :	SOLID		
ODOR :	SWEET		
COLOR :	BLACK		
ODOR THRESHOLD (PPM) :	UNK		
% VOLATILE BY VOLUME :	<3		
EVAP. RATE(BUTYL ACETATE=1):	<1		
SPECIFIC GRAVITY (WATER=1) :	1.52		
DENSITY (KG/M3) :	~1500		
ACID/ALKALINITY (MEG/G) :	UNK		
PH :	NA		
VOC (EPA METH.26) (G/L) :	NT		
SOLUBILITY IN WATER (20 C) :	INSOLUBLE		
SOLUBILITY IN ORGANIC SOLVENT (STATE SOLVENT):	TOLUENE		

10. STABILITY AND REACTIVITY

STABILITY: STABLE
HAZARDOUS POLYMERIZATION: WILL NOT OCCUR
HAZARDOUS THERMAL DECOMPOSITION/COMBUSTION PRODUCTS:
 Carbon monoxide.
 Carbon dioxide.

Silicon dioxide.
Methanol.
Formaldehyde.
INCOMPATIBILITY (MATERIALS TO AVOID):
None known.
CONDITIONS TO AVOID:
None known.

TOXICOLOGICAL INFORMATION

METHYLTRIMETHOXYSILANE
ACUTE ORAL LD50 (MG/KG): 12,500 (RAT)
ACUTE DERMAL LD50 (MG/KG): >10,000 (RBT)
ACUTE INHALATION LC50 (MG/L): UNKNOWN
OTHER:
None.

AMES TEST:

POLYDIMETHYLSILOXANE SILANOL/STPD
ACUTE ORAL LD50 (MG/KG): >40000 RAT
ACUTE DERMAL LD50 (MG/KG): NON-IRRITATING RBT
ACUTE INHALATION LC50 (MG/L): >535 RAT
OTHER:
None.

AMES TEST:

DIMETHYLPOLYSILOXANE
ACUTE ORAL LD50 (MG/KG): >40,000 (RAT)
ACUTE DERMAL LD50 (MG/KG): NA
ACUTE INHALATION LC50 (MG/L): >535 MG/L (RAT)
OTHER:
Non-irritating to skin (rbt).

AMES TEST:

CALCIUM CARBONATE
ACUTE ORAL LD50 (MG/KG): NONE FOUND
ACUTE DERMAL LD50 (MG/KG): NONE FOUND
ACUTE INHALATION LC50 (MG/L): NONE FOUND
OTHER:
None.

AMES TEST:

TRADE SECRET COMPONENT
ACUTE ORAL LD50 (MG/KG): 3160 (RAT) (EST)
ACUTE DERMAL LD50 (MG/KG): UNKNOWN
ACUTE INHALATION LC50 (MG/L): UNKNOWN
OTHER:
None.

AMES TEST:

ECOTOXICOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION:
CHEMICAL FATE INFORMATION:

No data at this time
No data at this time

DISPENSING INFORMATION

DISPOSAL METHOD:

Disposal should be made in accordance with federal, state and local regulations.

TRANSPORT INFORMATION

DOT SHIPPING NAME: NONE
 DOT HAZARD CLASS: NONE
 DOT LABEL(S): NONE
 UN/NA NUMBER: NONE
 PLACARDS: NONE
 IATA:
 NA
 IMO IMDG-code: NONE
 EUROPEAN CLASS:
 RID (OCTI): NONE
 ADR (ECE) : NONE
 RAR (IATA): NONE

REGULATORY INFORMATION

SARA SECTION 302:
 None Found
 SARA (311,312) HAZARD CLASS:
 ACUTE HEALTH HAZARD
 SARA (313) CHEMICALS:
 NONE
 CPSC CLASSIFICATION: NONE
 WHMIS HAZARD CLASS:
 D2B TOXIC MATERIALS
 WHMIS TRADE SECRET: None
 EXPORT:
 SCHDLE B/HTSUS: 3910.00.00003
 ECCN: IC960
 HAZARD RATING SYSTEMS
 HMIS FLAMMABILITY 0 , REACTIVITY 0 , HEALTH 2
 NFPA FLAMMABILITY 0 , REACTIVITY 0 , HEALTH 2
 CALIFORNIA PROPOSITION 65:
 NONE

OTHER INFORMATION

These data are offered in good faith as typical values and not as a product specification. No warranty, either expressed or implied, is made. The recommended handling procedures are believed to be generally applicable. However, each user should review these recommendations in the specific content of the intended use.....

.....
 C = ceiling limit NEGL = negligible
 EST = estimated NF = none found
 NA = not applicable UNKN = unknown
 NE = none established REC = recommended
 ND = none determined V = recom. by vendor
 By-product = reaction by- SKN = skin
 product, TSCA inventory TS = trade secret
 status not required under R = recommended
 40 CFR part 720.30(h-2) MST = mist
 STEL = short term exposure NT = not tested
 limit

PRODUCT: SSG4000

SILICONE SEALANT

PAGE: 08

.....
DATE PRINTED: 08/13/93

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Invitation to Bid



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: JULY 29, 2010

Invitation to Bid (ITB) Title: Window Washing Services - Link Light Rail Facilities

ITB Number: 1185-10-MZS

Due Date: August 19, 2010 - 2:00 p.m.

Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305

Term Service Requirement

Furnish Window Washing Services for Link Light Rail Facilities in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 76,446.⁰⁰
(See Subsection 6.4)

<p>PRE-BID CONFERENCE</p> <p>See Attachment A for the Pre-Bid Conference and Site Inspection schedule</p>	<p>Sealed Bids are hereby solicited and will only be received by: King County Procurement Services Section Chinook Building, 3rd Floor 401 Fifth Avenue Seattle, WA 98104 Office Hours: 8:00 a.m. – 5:00 p.m. Monday - Friday</p>
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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		
<u>Buenavista Services Inc</u>		
Address		City/State /Postal Code
<u>14704 Edgewater LN NE</u>		<u>LAKE FOREST PARK, WA 98155</u>
Signature	Print name and title	
	<u>Billy Sauregui (PRESIDENT)</u>	
Email	Phone	Fax
<u>billy@buenavistainc.com</u>	<u>425-246-8121</u>	<u>206-902-4324</u>
SCS/DBE Certification Number		

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 a contract to provide goods or services 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 two (2) copies** 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 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

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 are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

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. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the 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 will 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 (inspection of the bidder's facility may be required prior to award);
- 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 Contractors and Suppliers (SCS) 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 SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or 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.kingcounty.gov/BDCC> or contacting the Program office at 206-205- 3443.

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
- Internal Revenue Service Form W-9 *
- **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 Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s)

deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.9 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

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 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

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.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

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 those in the currently approved price list. 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 Manger. 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 such other records as may be deemed necessary by the County to ensure proper accounting for all contract 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 subsection (A) 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 Contractor agrees to cooperate with County or its designee in the evaluation of the 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 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

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

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

The Bidder 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, 206-263-9061.

3.20 Nondiscrimination and Equal Employment Opportunity

- A. **Nondiscrimination in Employment** - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. **Equal Employment Opportunity Efforts** - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. **Equal Benefits To Employees With Domestic Partners** - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with

spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

- D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdcc>
- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

3.21 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.

3.22 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.

3.23 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 signing and submitting 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.

3.24 Incorporation of Documents

The Contract between the awarded Bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The Contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$ 225,000.00. 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 term of this Contract will be five (5) years, 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 Contract Administrative Fee

This contract is subject to an Administrative Fee (Fee), of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means..

4.4 Price Revisions

Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as 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). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

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.

4.5 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.

4.6 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. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. 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.

4.7 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

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.

4.8 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

4.9 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and:

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required **provision**.

4.10 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.

4.11 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.

4.12 Prevailing Wages

The Contractor, any subcontractor, or other persons performing under this contract shall comply with the requirements of Chapters 39.12 and 49.28 RCW, amendments thereto, and regulations issued thereunder, relating to Washington Department of Labor & Industries ("L&I") prevailing wage requirements and shall pay each employee an amount not less than the wage rate established therein. In the event of federal funding this contract may also be subject to the federal Department of Labor ("DOL") prevailing wage requirements. If employing labor in a class not listed in such schedules, the Contractor shall require the L&I Industrial Statistician to determine the correct wage rate for that class and locality. The Contractor shall provide a copy of the determination to King County. The Contractor shall be responsible for filing all forms and payment of all fees as required by L&I. The Contractor shall indemnify and hold King County harmless from any claims related to payment or non-payment of such wages by the Contractor.

Bidders shall examine and be familiar with such requirements as applicable to the contract. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by the Contractor or a failure to include in the bid price adequate adjustments in such wages during the performance of the contract. A copy of the most recent prevailing wage Washington State Prevailing Wage Schedule and a copy of the Benefit Code Key are attached (Attachments C and D respectively). Washington State Prevailing Wage Schedule and Benefit Code Key may also be found at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> and, for federally funded contracts, the Davis Bacon Wage Rate Schedule at (<http://www.access.gpo.gov/davisbacon> .

SPECIAL NOTE: In the event a contract is subject to both Davis Bacon Wage Rates and State of Washington Prevailing Wage Rates, the higher of the wage rates and fringe benefit schedules shall apply.

Any questions regarding the state prevailing wage determination shall be addressed to:

Industrial Statistician
Department of Labor & Industries
Prevailing Wage Office
PO Box 44540
Olympia, Washington 98504-4540

4.13 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 including products and completed operations, 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.

Except for Workers Compensation, 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 Introduction of Specifications

This Contract is for semi-annual external and internal window washing services to include the cleaning of windows at various Link Light Rail facilities in accordance with these technical specifications.

5.2 General Information

A. Definitions

1. **Link Control Center**
The primary location for controlling, monitoring and dispatching the entire Central Link Rail system including Light Rail train and bus operations in the Downtown Seattle Transit Tunnel.
2. **Non-Routine Work Permit**
Provides authorization to work within the Link Right of Way and may also be required while performing work outside of the Right of Way that has the potential to interfere with transit operations.
3. **Overhead Contact System**
A system of overhead wires including contacts wire, messenger wire and hangers, which supplies traction power to trains via the pantograph.
4. **Right of Way (ROW)**
In general, the area that exists within ten (10) feet of the nearest track and other property that is dedicated to Light Rail Operations (i.e. signal communications enclosures, substations, electrical distribution elements and other structures).
5. **Semi-Annual**
Is defined as occurring every six (6) months or two (2) times a year.

B. Link Light Rail Locations

Contact Information:

Steve Bose, Light Rail Track and Facilities Chief
King County Department of Transportation, Light Rail Division
206-903-7723
steven.bose@kingcounty.gov or steven.bose@soundtransit.org

1. **Operations and Maintenance Facility**
3407 Airport Way S
Seattle, WA 98134 (489 total pieces plus sky canopy)
2. **Stadium Station**
501 S Royal Brougham Way
Seattle, WA 98134 (24 total pieces plus sky canopy)

3. SODO Station
500 S Lander Street
Seattle, WA 98134 (36 total pieces plus sky canopy)
4. Mt. Baker Station
2415 S McClellan Street
Seattle, WA 98144 (1,077 total pieces plus sky canopy)
5. Columbia City Station
4818 Martin Luther King JR Way S
Seattle, WA 98108 (135 total pieces plus sky canopy)
6. Othello Station
7100 Martin Luther King Jr Way S
Seattle, WA 98118 (240 total pieces plus sky canopy)
7. Rainier Beach Station
9132 Martin Luther King Jr Way S
Seattle, WA 98118 (11 total pieces plus sky canopy)
8. 154th Street Station
15426 35th Ave S
Seattle, WA 98188 (1,098 total pieces plus sky canopy)
9. SeaTac Airport Station
17801 International Blvd S
Seattle, WA 98154 (666 total pieces plus sky canopy)

C. Building and Service Additions and Deletions

The County reserves the right to add or delete buildings and locations, and or the performance of additional services based on the existing Contract pricing as needed during the entire Contract term.

Minimum Requirements

5.3 Contractor Qualifications

- A. The Contractor shall be bonded and insured and have at least five (5) years prior successful experience providing the services and equipment described herein.
- B. The Contractor shall be required to maintain adequate resources to obtain required materials and provide sufficient personnel to perform the specified work and the terms and conditions of this ITB. The Contractor shall have facilities, skilled and trained personnel, equipment and supplies available to complete the services described herein. Contractor's personnel shall be directly employed by the Contractor, possessing all required licenses.
- C. The Contractor shall be operating out of a commercial facility which shall be open, available and accessible to the County a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 5:00 p.m. Pacific Standard Time (PST) Monday through Friday.

1. Contractor shall maintain a telephone system with twenty-four (24) hour, seven (7) days per week service with the ability to contact and dispatch Contractor's personnel.
2. Contractor's Contact Information
The Contractor shall provide in Subsection 6.2 a contact name and a direct telephone number including an "emergency" phone number for service required during hours outside of those stated in Bidder's response to Subsection 6.2.

5.4 General Requirements

A. Building Premises

1. Contractor's personnel shall:
 - a. Close all doors lock all doors as required, and set all existing alarms.
The County's designated representative will provide the Contractor with the locations of:
 - (1) Doors that are required to be locked; and
 - (2) Existing alarms
 - b. Turn off all lights as necessary after all cleaning is completed.
 - c. Not open any drawers or cabinets.
 - d. Not disturb any items left on desks or other surfaces.
 - e. Not use telephones, coffee machines, photocopiers, or any other King County equipment or supplies without the express permission of King County.
Contractor's personnel may use vending machines.
 - f. Only smoke in approved areas.
2. Keys
Contractor shall:
 - a. Immediately notify the County's designated representative of lost or misplaced keys; and
 - b. Not make copies of the keys without written authorization from the County's designated representative.
3. Equipment and Facility Damage
 - a. Contractor personnel shall report all equipment and facility damage to King County immediately.
 - b. Contractor shall notify the County's designated representative and of any existing deterioration in windowsills or frames.

B. Permits

1. Contractor shall bear the sole responsibility and cost of obtaining any necessary permits.

C. Hours of Work and Site Access

1. Response Time

Response time shall be defined as the amount of time between King County's initial contact with the Contractor or Contractor's designated answering service and the time the County's designated representative is contacted by the County.

2. The Contractor shall be available to receive and respond to job service requests and complaints from authorized County employees seven (7) days a week, twenty-four (24) hours a day including holidays. Contractor shall commence the specified work in sufficient time and pursue such work regularly, without any interruption, as to assure the completion of said work in a timely manner or as otherwise mutually agreed.

3. Initial Response

Contractor shall respond via a return telephone call within ten (10) minutes of the County's initial contact with the Contractor or Contractor's designated answering service.

4. Work Schedule

a. The window washing work week begins on Monday at 12:01 a.m. PST.

b. Contractor's work schedule shall be subject to approval by King County or King County's designated representative.

(1) Contractor shall turn in all required permits prior to 8:00 a.m. PST on the Monday of the week prior to the week the work is scheduled to begin.

Specifically refer to Attachment B - Track Allocation Request / Work Permit Form.

(2) Contractor shall attend a 1:00 p.m. PST meeting with the County's designated representative on the Wednesday of the week prior to the occurrence of the work.

c. Interior window washing

(1) Shall be scheduled 12:01 a.m. to 4:00 a.m. PST

(2) King County will have the sole authority to determine the areas of early or extended entry.

(3) The Contractor may request to begin interior window washing at 10:01 p.m. PST. A request for an earlier start time shall be made to the designated County representative 96 hours in advance of the already scheduled service.

d. Exterior window washing

(1) Othello and Columbia Stations

(a) Exterior window washing shall occur between 1:30 a.m. and 4:00 a.m. PST.

(b) Requires a lane closure on Southbound and Northbound MLK Blvd. Lane closures shall only occur one (1) direction at a time.

Contractor shall obtain a Street Use permit from the City of Seattle prior to any lane closures. All costs associated with obtaining the permit shall be the sole responsibility of the Contractor.

- (2) Rainier Beach Station
 - (a) Exterior window washing shall occur between 1:30 a.m. and 4:00 a.m.
 - (b) Requires a safety watcher.
- (3) Larger Stations
 - (a) Shall require a similar schedule due to special events. The schedule for these stations shall be identified prior to scheduling any work and shall be approved in advance by the County.
 - (b) SeaTac Station

Contractor shall also coordinate with the City of SeaTac and the Port of Seattle prior to scheduling any work at this station. Coordination of the scheduling of work may take approximately three (3) weeks.

5. Site Access

- a. Occupants may be occupying some areas of the station while services are performed so window washing operations shall be conducted with a minimum of disturbance.
- b. The Contractor shall report to the designated County representative issues, such as power out or locked doors, that affect the Contractor's personnel's ability to perform tasks on schedule.
- c. Should Contractor personnel be unable to access the facility due to severe weather, etc., the Contractor shall contact the designated County representative.

5.5 Service Requirements

- A. The Contractor shall perform semi-annual periodic window washing in accordance with the glass manufacturer's recommended cleaning methods on all exterior windows, interior window glass over eight (8) feet in height and associated equipment including, but not limited to, window sills and structural steel (some of the glass is art).
 - 1. The Contractor shall not cause any delay to operations and shall not enter the ROW during revenue services.
 - 2. Upon request of the County's designated representative, the Contractor shall provide a record of the days and hours worked by all of the Contractor's personnel.
 - 3. All work shall be performed in a professional manner and in accordance with generally accepted industry standards and practices, rules, regulations and applicable federal, state and local laws.
 - 4. The work shall be performed by and under the supervision of skilled, experienced window washers directly employed and supervised by the Contractor.
 - a. The Contractor shall provide the County with the names of all personnel assigned to work under this Contract.
 - b. All Contractor employees performing work under this Contract shall be satisfactory to King County.

- c. Contractor's personnel shall:
 - (1) Have visible company identification at all times while on County property.
 - (2) Be appropriately screened and bonded.
 - (3) Be neat and clean in appearance.
 - (4) Not be present on King County property while under the influence of drugs or alcohol which affect or could affect judgment, performance, or safety.
 - (5) Not use, possess, manufacture, distribute, or dispense drugs or alcohol while on King County property.
 - (6) Not possess firearms, dangerous weapons, or explosives on King County property.
 - (7) Not use abusive or obscene language or gestures, or engage in abusive or obscene acts on King County property.
 - (8) Not threaten, intimidate, harass, or behave in a violent manner toward King County employees, customers, or visitors.
 - (9) Conduct themselves in an appropriate manner at all times. Personnel who behave in an inappropriate manner may be banned from the site.
- d. The Contractor shall be responsible for any loss or damage caused by Contractor personnel.

5. Service Report

Contractor shall prepare a service report detailing the work performed and leave a copy of the service call report on-site with the designated County representative.

The report shall include at a minimum:

- a. Arrival time;
- b. Departure time;
- c. Brief summary of the Service Request;
- d. Detailed summary of the work performed; and
- e. A summary of any additional work required or that the Contractor recommends.

B. Supplies and Equipment

The Contractor shall furnish all labor, tools, materials, equipment, consumables, supplies and supervision, with the exception of water, necessary to perform the service or work in accordance with all the terms, conditions and specifications contained herein and industry standards and practices.

1. Ladders and Extension Poles

- a. The Contractor shall not use aluminum ladders or extension poles on any County property.
- b. The Contractor only shall use dielectric fiberglass ladders and extension poles on County property.

2. Contractor shall not charge the County for the rental of equipment required to perform the work.
3. Unless otherwise indicated, no County tools or equipment will be available for the Contractor's use.
4. Contractor's Security of Its Equipment
The Contractor shall be responsible for the security of its equipment and material on the site. The County will not take any responsibility for missing or damaged equipment, tools, or personal belongings.

C. Cleaning Products

1. Contractor is encouraged to use environmentally green cleaning products where said products can meet the performance requirements of these specifications.
2. The Contractor shall provide a list of cleaning products to be used and the associated Material Safety Data Sheets to King County 48 hours prior to commencement of window washing services.
3. Changes in cleaning products shall be approved by King County.
 - a. Contractor shall provide notice of the intent to use a new cleaning product along with the applicable Materials Safety Data Sheet 48 hours prior to commencement of cleaning services.
 - b. All cleaning product containers shall be clearly labeled as to their contents.

D. Performance Requirements

1. Cleaning requirements
Contractor shall:
 - a. Wash all windows clean and free of streaks, smears, and visible soap residue;
 - b. Remove all dirt, insects, debris, and other foreign materials from frames and window sills; and
 - c. Thoroughly remove and wipe dry all drippings on interior windows.
2. Protection of Facility
Contractor shall:
 - a. Return all items that are moved away from windows by the Contractor to their original location.
All water and cleaning solution drippings shall be thoroughly removed and wiped dry before returning items to their original locations.
 - b. Not stand on furniture or windowsills.
 - c. Give the building's occupants 48 hours notice to clear window areas prior to the scheduled work.
 - d. The Contractor shall not cause any delay to operations and shall not enter the Right of Way during revenue services.

E. Safety Requirements

1. All work shall be performed in compliance with all federal, State and local laws, specifically WAC 296-878-100 Safety Standards for Window Cleaning.
2. Contractor's personnel shall abide by all site regulations and safety rules.
3. Accidents
Contractor personnel shall immediately report accidents and injuries to the County's designated representative.
4. Right of Way Safety Training
Prior to beginning the work of the Contract, all of Contractor's personnel assigned to work under this Contract shall attend a two (2) hour Right of Way safety training course
Contractor shall contact Amanda Nightingale at 206-903-7690 or Amanda.nightingale@soudntransit.org to schedule the ROW safety training class. King County may require certification that Contractor personnel have completed this training.
5. Non-Routine Work Permit
Contractor shall:
 - a. Apply for a Non-Routine Work permit two (2) weeks prior to performing any window washing activities when within ten (10) feet of the Right of Way.
6. Overhead Contact System
Contractor shall:
 - a. Request that the Overhead Contact System be de-energized for any procedure within ten (10) feet of the Overhead Contact System at least 48 hours in advance.
 - b. Meet with the County's designated representative in the Traction Power department to perform lock-out/tag-out procedures to ensure the safety of their employees around the Overhead Contact System.
7. The Contractor shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances and walkways.
8. The County will provide approved safety and flagging at all times when the Contractor is within the Right of Way.
Contractor shall not work within the Right of Way unless the County's approved safety and flagging is present.
9. Safety Equipment
 - a. All of Contractor's personnel shall wear protective gear appropriate to the task being performed.

A minimum standard for protection shall be as specified per OSHA/WISHA requirements.
 - b. Prior to start of work, all of Contractor's equipment shall be safety checked by both the Contractor and the County to ensure it conforms to all applicable OSHA regulations.

- c. The County's designated representative will request the removal from the work site of any supplies and/or equipment it determines does not meet the aforementioned codes or regulations. This does not relieve the Contractor of complying with the requirements of the Contract.

10. Unsafe Practices

The County's designated representative will request the halt of any unsafe practices observed in carrying out the contracted service, which does not relieve the Contractor of complying with the requirements of the Contract.

F. Service Complaints

1. Performance Log

The County will provide the Contractor with a performance log detailing all service complaints as they arise.

- a. The Contractor shall address these complaints in the performance log and state when the issues has been resolved.

2. Response Times

a. Initial Complaint Response

The Contractor shall respond to all service complaints within 24 hours of the initial complaint or the next business day if the complaint occurs on a Friday or the day before a holiday.

b. Complaint Resolution

All complaints shall be resolved expeditiously by the Contractor within a 48 hour period from the time the complaint was initially received.

3. Inspections and On-site Meetings

- a. Upon request of the County attend joint inspections and/or on-site meetings to ensure that all Contract specifications are being met.

4. Communicate all complaints received from King County personnel.

5.6 Pre Award Site Visits

Prior to award of a Contract, upon request of the County, the Contractor shall visit each Link Light Rail Station to meet with the designated County representative to review the window washing requirements with five (5) days of the County's notification.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

Bidders are cautioned **not** to alter the specification, pricing information section, and the terms and conditions of this Invitation to Bid (ITB). **Any alteration may render a bid non-responsive.** This means **do not** include your normal quote sheet as it may have terms and conditions that conflict with this ITB rendering your bid non-responsive.

6.2 Contractor Information

A. General Contact Information

Physical Address: 14704 Edgewater LN NE LAKE FOREST PARK, WA 98155

Mailing Address: 14704 Edgewater LN NE LAKE FOREST PARK, WA 98155

Name of Contact Person: Billy Sauregui

Email: billy@buenvistainc.com

Telephone No. (Local/Toll Free): 425-246-8121

Include an "emergency" phone number for service required outside of the hours of operation stated below.

Name of Emergency Contact Person: KARINA FLORES

Emergency Telephone No. 503-750-3608

Email: rflores@EPANA.com

State hours and days of operation:

Hours: 8:00 a.m. to 5:00 p.m. Days: Monday to Sunday

B. Service Facility

The Contractor shall provide a separate list of the following:

1. Location(s) of all service facilities if different than the information provided in subsection 6.2.A, including address, contact name(s), title(s), telephone number(s), fax number(s), and email address for the contact(s) at each facility.
2. Names, telephone number(s), fax number(s), and email addresses of Contractor's personnel responsible for responding to requests for service and complaints from County employees.

6.3 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 (3) 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 2 % - 20 Days, Net 30

6.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. **To be considered responsive, Bidders shall bid on all items in all schedules. Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed in all of the schedules.**

Item No.	Est. Annual Quantity	UOM	Description	Unit Price	Extended Price
1	2	Semi-annual	External and Internal Window Washing Services at the OMF	\$ 4,500 ⁰⁰	\$ 9,000 ⁰⁰
2	2	Semi-annual	External and Internal Window Washing Services at the Stadium Station	\$ 2,683 ⁰⁰	\$ 5,366 ⁰⁰
3	2	Semi-annual	External and Internal Window Washing Services at the SODO Station	\$ 2,890 ⁰⁰	\$ 5,780 ⁰⁰
4	2	Semi-annual	External and Internal Window Washing Services at the Mt. Baker Station	\$ 9,600 ⁰⁰	\$ 19,200 ⁰⁰
5	2	Semi-annual	External and Internal Window Washing Services at the Columbia City Station	\$ 1,850 ⁰⁰	\$ 3,700 ⁰⁰
6	2	Semi-annual	External and Internal Window Washing Services at the Othello Station	\$ 2,000 ⁰⁰	\$ 4,000 ⁰⁰
7	2	Semi-annual	External and Internal Window Washing Services at the Rainier Beach Station	\$ 1,200 ⁰⁰	\$ 2,400 ⁰⁰
8	2	Semi-annual	External and Internal Window Washing Services at the 154th Street Station	\$ 10,300 ⁰⁰	\$ 20,600 ⁰⁰
9	2	Semi-annual	External and Internal Window Washing Services at the SeaTac Airport Station	\$ 3,200 ⁰⁰	\$ 6,400 ⁰⁰
				Total	\$ 76,446⁰⁰

6.5 References

List the names and addresses of four (4) customers, for whom the Bidder has performed or provided similar 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 shall be submitted with bid.

Company Name: Sound TRANSIT
Company Address: 401 South Jackson St. Seattle
Company Phone: 206-398-5000
Contact Person: Therese Reilly
Dates: Jan 2004 - Present

Company Name: Sound Transit Tacoma Link
Company Address: 802 E 25th St, Tacoma, WA
Company Phone: 253-383-0151 (Ext 5674)
Contact Person: Cleve Cleveland
Dates: 2006 - Present

Company Name: City of Seattle
Company Address: 2203 Airport Way Seattle
Company Phone: 206-954-5377
Contact Person: John Sheldon
Dates: April 2008 - Present

Company Name: King County
Company Address: 16645 228th Maple Valley, WA
Company Phone: 206-296-8448
Contact Person: Brad Bell
Dates: Jan-2008 - Present



GENERAL INFORMATION

Vendor: Buenavista Services Inc.
Authorized Person: Billy Jauregui
Contact Title: President
Address: 14704 Edgewater LN, NE
Lake Forest Park, WA 98155
Phone No: 425-246-8121
Fax No: 206-902-4324
Email Address: info@buenavistainc.com

King County
Window Washing Services
ITB No. 11-85 MZS

6.2 Contractor Information

Contractor Personnel Responsible for responding to Requests:

Juan Amador
T 206-856-7482
E mail: amadorjuan@comcast.net

George Herrejon
T 253-632-5684
E mail: Jorge.herrejon@yahoo.com

Karina Flores
T 503-750-3608
E mail rflores@epana.com

Billy Jauregui
T 425-246-8121
E mail billy@buenavistainc.com

TIBS STATION WINDOW CLEANING SCHEDULE

Window cleaning will not delay patrons to/from Sporting events.

ZONE # 1:

Southwest face on Mezzanine and Platform-exterior 10 am-4 am / Interior 10 am-3 pm.

ZONE # 2:

Southeast face on NB Platform level – exterior only 10 am – 3:00 pm.

ZONE # 3:

Mezzanine elevators over 8 feet-exterior only 10 am – 3 pm.

ZONE # 4:

Northwest corner on mezzanine and platform-Interior over 8 feet 10 pm – 4:30 am /exterior 10 am – 3:00 pm.

ZONE # 5:

North face interior/exterior windows 10 am to 3 pm or 12 am- 4:30 am.

ZONE # 6:

Northeast face on Platform level –exterior only 10 am – 3:00 pm.

Zone # 7:

Central mezzanine - 10 am – 3:00 pm exterior only w/ security to open gate. Interior 2 am – 4:30 am w/ security to open gate.

Zone # 8:

Central mezzanine (near bus lane) - exterior 2 am – 4:30 am . Use cones and leave an open path for buses. Detour patrons around work-zone.

Zone # 9:

Elevator # 1 – exterior 10 am – 3:00 pm.

Equipment deliveries should be dropped off in the northeast corner. Do not take extra parking spaces and place cones around equipment. Do not store keys in the equipment.