

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](http://www.kingcounty.gov)

VENDOR:  
 KONE INC  
 ONE KONE CT  
 MOLINE, IL 61265

**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
520950	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
29-AUG-11	M, Schumacher	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	MD1911	1.5% 30 DAYS/NET 30	D Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(425) 861-9696	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Change Order #1 (10/06/11)  This change order is issued to incorporate Subsection 7.4.E - Schedule 5 Cast Step Option for Refurbishing Services (Schedules A, B and C) , attached and forming apart of this contract.  All other terms and conditions shall remain the same.  Purchase Agreement Effective From: 01-SEP-11 To: 31-AUG-14						
		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 warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

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

### **Certification Regarding Debarment, Suspension and Other Responsibility**

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

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

ITB 1123-11-MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel  
 Advised June 30, 2011  
 Due Date - August 4, 2011

ITB 1123-11-MZS  
 Escalator Maintenance and Repair Services, Downtown Seattle Transit Tunnel  
 Advised 6/30/11  
 Opened 8/4/11

**Schedule 5 - Cast Step Option for Refurbishing Services  
 (Schedules A, B and C)**

Item No.	Repair Schedule	Additional Per Step Price	No. of Steps	Additional Per Conveyance Price	Unit Price
<b>Convention Place Station (CPS)</b>					
1	C	\$ 565.00	90	\$ 50,850.00	\$ 56,701.00
2	C	\$ 469.00	87	\$ 40,803.00	\$ 46,514.00
3	C	\$ 469.00	87	\$ 40,803.00	\$ 46,514.00
4	C	\$ 469.00	87	\$ 40,803.00	\$ 46,514.00
<b>West Lake Station (WLS)</b>					
5	A	\$ 250.00	91	\$ 22,750.00	\$ 85,053.00
6	B	\$ 250.00	91	\$ 22,750.00	\$ 62,446.00
7	A	\$ 250.00	91	\$ 22,750.00	\$ 85,053.00
8	A	\$ 250.00	91	\$ 22,750.00	\$ 85,053.00
9	C	\$ 565.00	54	\$ 30,510.00	\$ 34,688.00
10	C	\$ 565.00	54	\$ 30,510.00	\$ 34,688.00
11	B	\$ 250.00	72	\$ 18,000.00	\$ 50,560.00
12	B	\$ 250.00	72	\$ 18,000.00	\$ 50,560.00
13	C	\$ 565.00	45	\$ 25,425.00	\$ 29,185.00
14	C	\$ 565.00	45	\$ 25,425.00	\$ 29,185.00
15	C	\$ 565.00	82	\$ 46,330.00	\$ 51,809.00
16	A	\$ 250.00	37	\$ 9,250.00	\$ 59,160.00
17	C	\$ 565.00	37	\$ 20,905.00	\$ 24,294.00
18	C	\$ 565.00	37	\$ 20,905.00	\$ 24,294.00
19	C	\$ 565.00	65	\$ 36,725.00	\$ 41,414.00
20	A	\$ 250.00	65	\$ 16,250.00	\$ 64,749.00
<b>University Street Station (USS)</b>					
21	A	\$ 250.00	80	\$ 20,000.00	\$ 76,460.00
22	A	\$ 250.00	80	\$ 20,000.00	\$ 76,460.00
23	A	\$ 250.00	78	\$ 19,500.00	\$ 74,895.00
24	A	\$ 250.00	78	\$ 19,500.00	\$ 74,895.00
25	C		127	Eltec Changed Steps \$ 7,569.00	
26	A		127	Standard Steps \$ 97,445.00	
27	C		124	Eltec Changed Steps \$ 7,430.00	
28	B		124	Standard Steps \$ 52,816.00	

ITB 1123-11-MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel  
 Advertised June 30, 2011  
 Due Date - August 4, 2011

<b>Pioneer Square Station (PSS)</b>					
29	B	\$ 250.00	80	\$ 20,000.00	\$ 55,565.00
30	B	\$ 250.00	80	\$ 20,000.00	\$ 55,565.00
31	B	\$ 250.00	77	\$ 19,250.00	\$ 53,688.00
32	B	\$ 250.00	77	\$ 19,250.00	\$ 53,688.00
33	C	\$ 469.00	145	\$ 68,005.00	\$ 76,410.00
34	C	\$ 469.00	145	\$ 68,005.00	\$ 76,410.00
35	C	\$ 469.00	145	\$ 68,005.00	\$ 73,995.00
<b>International District Station (IDS)</b>					
36	A	\$ 250.00	92	\$ 23,000.00	\$ 85,830.00
37	B	\$ 250.00	90	\$ 22,500.00	\$ 61,069.00
38	A	\$ 250.00	88	\$ 22,000.00	\$ 83,764.00
39	B	\$ 250.00	87	\$ 21,750.00	\$ 59,944.00
		\$ 12,899.00		\$ 1,013,259.00	\$ 2,212,332.00



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	M01911	1.5% 30 DAYS/NET 30	D Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(425) 861-9696	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>Furnish Escalator Maintenance and Repair Services, Downtown Seattle Transit Tunnel as requested by authorized King County Dept. of Transportation Transit Power &amp; Facilities personnel during the period September 1, 2011 through August 31, 2014, in accordance with King County ITB 1123-11-MZS and responding bid of Kone, 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>						

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

Authorized signature



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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Purchase Agreement Effective From: 01-SEP-11 To: 31-AUG-14	Amount Agreed:					

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

## **PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

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# ORIGINAL



King County

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

## Invitation to Bid

ADVERTISED DATE: JUNE 30, 2011

Invitation to Bid (ITB) Title: Escalator Refurbishing Services, Downtown Seattle Transit Tunnel

ITB Number: 1123-11-MZS

Due Date: July 28, 2011- 2:00 p.m.

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

Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9309

### Term Service Requirement

Furnish Escalator Refurbishing Services for the Downtown Seattle Transit Tunnel (DSTT) in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 2,569,026.00

#### PRE-BID AND SITE INSPECTION CONFERENCE

Date: Tuesday, July 12, 2011

Time: 9:00 a.m. Pacific Time

#### Pre-Bid

Location: KC Procurement & Contract Services  
401 - 5<sup>th</sup> Ave, 3<sup>rd</sup> FL, Bid Room  
Seattle, WA 98104

Walk through of escalators in DSTT to follow the Pre-bid conference.

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

#### BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that Addenda numbered 1 to 5 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

KONE Inc

Address

14737 NE 87th St

City/State /Postal Code

Redmond, WA 98052

Signature

Print name and title

Tyler Quandt - Service Sales Consultant

Email

tyler.quandt@kone.com

Phone

425-861-9696

Fax

425-861-9888

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.

**ORIGINAL**

## **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.

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 Brand Name or Equal**

When products of a specific brand(s), material(s), construction, design, style, or size are named, they indicate the quality level or performance required for the product(s) in the invitation to bid.

Following are the salient characteristics of the products in the invitation to bid.

- A. Proposed equal products shall be drop in replacements for OEM Kone Escalator parts.
- B. Proposed equal products shall have the same service lifetime as OEM Kone Escalator parts.

These characteristics are provided for informational purposes only. Alternate products must be submitted and approved prior to bid opening.

## **2.5 Equal Products**

"Equal Products" may be considered provided they meet the same form, fit, function and quality of the original product(s) specified. The Bidder shall submit, at least ten (10) days prior to bid due date, the brand, model, part number, MSDS, test results and any other documentation that can substantiate that the "Equal Products" are acceptable. An initial determination if the product is acceptable will be complete at least five (5) days prior to bid opening. Any samples shall be provided to King County at no charge. These products shall not void any warranty. The products shall be approved by the original manufacturer for use in their equipment. The Bidder shall be responsible for any direct and consequential damage to equipment caused by their products.

King County retains the sole right to accept or reject "Equal Products" that are bid.

## **2.6 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

## **2.7 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.

## **2.8 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.

## **2.9 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."

## **2.10 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 and to:

King County Transit  
Attn: Jim Boe  
M/S KSC-TR-0828  
201 S Jackson ST  
Seattle, WA 98104-3856

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. Invoices will be paid only after Final Acceptance by the County's Project Manager.

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 (10<sup>th</sup>) Day following receipt by the Buyer and Project Manager.

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

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

### **3.14 Maintenance of Records/Audits**

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and 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 total value of this Contract is approximately \$5,000,000.00. 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 three (3) 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 31<sup>st</sup> and January 31<sup>st</sup> 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 Shipping Charges**

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

#### **4.6 Packing Slips**

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

#### **4.7 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.

#### **4.8 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 commencing 30 days after the date of Final 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.

#### **4.9 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 commencing 30 days after the date of Final 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.

#### **4.10 Pricing of Spare Parts**

The County shall have the right to conduct a cost or Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any difference shall be subject to negotiations to the satisfaction of the County. The County is not required to purchase spare parts under this contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

#### **4.11 Product Return**

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than two (2) years after the County's receipt of said goods.

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount to King County.

This subsection does not apply to any merchandise made to order for the County.

#### **4.12 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.

#### **4.13 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.

#### **4.14 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.

#### **4.15 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.

#### 4.16 Prevailing Wages

King County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County is providing the following applicable prevailing wage rate information:

- A. State of Washington prevailing wage rates published by the Washington State Department of L&I (L&I) are obtainable from the L&I website address:
  - <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- B. This project is located in King County; therefore, the King County wage rates must be used.
- C. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid or RFP document or as revised per addenda.

A copy of the applicable prevailing wage rates are also available for viewing at the County's Procurement offices located at 401 Fifth Avenue, Third Floor, Seattle, WA 98104-1818. Upon request, the County will mail a hard copy of the applicable prevailing wage rates for this project.

#### 4.17 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 Federal Requirements**

This Contract may be support by Federal funding. The Federal Government is not a party to any sub-agreement nor to any solicitations or request for proposals. This Contract is subject to regulations contained in 49 Code of Federal Regulations (CFR) Part 18 and the applicable grant agreement between the County and the Federal Government. The following provisions include, in part, certain standard terms and conditions required by the Federal Government, whether expressly set forth in the following Contract provisions. Anything to the contrary herein notwithstanding, all Federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the Federal terms and conditions.

### **5.1 Changes in Federal laws, Regulations, Policies and Administrative Practices**

New federal laws, regulations, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

### **5.2 Federal Changes**

The Contractor agrees to comply with all applicable regulations, policies, procedures and directives, including without limitation, those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

Ref: 49 CFR Part 18

### **5.3 No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

### **5.4 Equal Employment Opportunity**

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4.

## 5.5 Title VI Compliance

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the Federal Government may determine to be appropriate, including, but not limited to:
  1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  2. Cancellation, termination, or suspension of the contract, in whole or in part.

- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the Federal Government may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on Federally funded projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

## 5.6 Disadvantaged Business Enterprise Requirements

- A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal for federally assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.
- B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.
- C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).
- D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: <http://www.omwbe.wa.gov/directory/directory.htm> Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**
- E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.
  - 1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.
  - 2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces.
  - 3. Commercially Useful Function. The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.
    - 5.6.E.3.1. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and

supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.

5.6.E.3.2. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.

5.6.E.3.2.1. A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.

4. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:

5.6.E.4.1. **Manufacturer**. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

5.6.E.4.2. **Regular Dealer**. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

5.6.E.4.2.1. To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

5.6.E.4.3. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or of the cost of the materials and supplies themselves shall be counted.

5.6.E.4.3.1. Contract-by-contract basis.

5.6.E.4.3.2. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

5. Purchases from a DBE. With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

## 5.7 Disadvantaged Business Enterprise and Other Small Business Participation

The County encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

- A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
- B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
- C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiate in good faith with interested DBEs and other small businesses.
- E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
- F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

## 5.8 Labor Provisions - Non-Construction Contracts

### A. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

Ref: 29 CFR § 5.5(b)(1).

### B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten dollars (\$10) for each Day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section.

Ref: 29 CFR § 5.5(b)(2).

C. Withholding for Unpaid Wages and Liquidated Damages

The Federal Government or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as Provided in paragraph B of this section.

Ref: 29 CFR § 5.5(b)(3).

D. Payrolls and Basic Records

The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job.

Ref: 29 CFR § 5.5(c).

E. Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs A through E of this section.

Ref: 29 CFR § 5.5(b)(4).

## 5.9 Cargo Preference - Use of U.S. Flag Vessels

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor shall:

- A. Utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

- B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Ref: 46 USC § 1241; 46 CFR Part 381.

#### **5.10 Fly America**

The Contractor agrees to utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers even though comparable or a different kind of service can be provided at less cost by a foreign air carrier, a foreign air carrier can be paid for in excess foreign currency, unless Unites States flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of those monies. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Ref: 49 USC § 40118; 41 CFR Part 301-310.

#### **5.11 Audit and Inspection of Records**

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all Work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

Ref: 49 USC § 5324; 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FEDERAL GOVERNMENT Master Agreement MA (10), 10-1-2003, Section 8 (c) and (d).

#### **5.12 Buy America**

The Contractor agrees to comply with 49 USC § 5323(j), 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FEDERAL GOVERNMENT-funded projects are produced in the United States, unless a waiver has been granted by FEDERAL GOVERNMENT or the product is subject to a general waiver.

General waivers are listed in 49 CFR 661.7 and include but are not limited to microcomputer equipment, Software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

Contracts in excess of \$100,000 require Attachment H, Buy America Certificate, to be completed and submitted to the County with the Contract, except those subject to a general waiver. A Contract that is not accompanied by a completed Buy America certification shall be rejected and subject to termination. This requirement does not apply to lower tier Subcontractors.

**Note:** The FTA has determined that escalators are components of a facility. See Appendix A to 49 CFR 661.3. Accordingly, subcomponents of the escalator will always be subcomponents of the initial facility construction. If a Contractor is only providing escalator parts under a service contract, then Buy America would not apply to the parts since they would be classified as subcomponents. However, the Buy America clause is still required to be included in the federally required clauses and the Buy America certificate is still required to be submitted with the bid. If a Contractor will only be supplying maintenance/repair parts and service, then they should complete the Buy America Certificate in accordance with the above determination. If the Contractor can comply with this determination then they should certify that they can comply with Buy America since the parts being supplied are not subject to the act.

### **5.13 Privacy**

Should the Contractor, or any of its Subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any Contractors, third party Contractors, Subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract shall make this Contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

### **5.14 Access Requirements for Individuals with Disabilities**

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FEDERAL GOVERNMENT regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

**5.15 Interest of Members of or Delegates of Congress**

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

**5.16 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.

**5.17 Disclosure of Lobbying Activities**

Contracts in excess of \$100,000 require Attachment I, Certificate of Lobbying Activities, and Attachment J, Disclosure Form to Report Lobbying and Instructions (if appropriate), to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it shall not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying

contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

#### **5.18 False or Fraudulent Statements or Claims**

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **5.19 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **5.20 Air Pollution**

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by Federal Government.

#### **5.21 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

##### **A. Environmental Protection**

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FEDERAL GOVERNMENT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FEDERAL GOVERNMENT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

##### **B. Air Quality**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to section 306 of the Clean Air Act, as amended, 42 USC §§ 7401, 7414, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to Federal Government, the county and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Ref: 42 USC § 7606 note; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

C. Clean Water

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, 1368, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the county, the Federal Government and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h et seq.

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Ref: 33 USC § 1251.

D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the Federal Government makes the specific findings required by 49 USC § 303.

E. Historic Preservation

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC § 469a-1 et seq. involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying Federal Government of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

F. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor shall take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

## **5.22 Preference for Recycled Products**

To the extent practicable and economically feasible, the Contractor agrees to Provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

## **5.23 Termination Provisions Required**

All Contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement.

Ref: FEDERAL GOVERNMENT Circular 4220.1E § 15.b.

## **5.24 Breach Provisions Required**

All Contracts in excess of \$100,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

Ref: FEDERAL GOVERNMENT Circular 4220.1E, § 15.a.

## SECTION 6 Technical Specifications

### 6.1 Introduction of Specifications

King County needs to have a number of escalators repaired and/or refurbished and returned to full working compliance with all existing Federal, State and local codes. This Contract does not include the installation of a new escalator. The Downtown Seattle Transit Tunnel (DSTT), owned and operated by King County Department of Transportation, is a 1.3 mile (2.1 km) long public transit facility that runs through downtown Seattle. Construction of the tunnel began in 1987 and revenue service started in 1990. Since its opening in 1990 the DSTT has been modified to accommodate both bus and Sound Transit's Link light rail vehicles on a shared alignment. The DSTT has five (5) underground stations that are accessed via **40 escalators** and 26 elevators.

Of the 40 escalators in the DSTT, 39 are over 20 years old and many major components have reached the end of their serviceable life. These escalators are becoming increasingly more unreliable and may soon fail. Many of the units provide service to street level open air entry/exit points and have been exposed to adverse conditions such as windblown rain and dampness along with street dirt and dust which has accelerated the wear and tear of the equipment.

King County has performed partial refurbishment activities on 20% of the escalators and has found that the requirements listed in this SOW are the typical replacement components and refurbishment work required to restore the escalators back to a safe and reliable condition. The County anticipates that the completion of this work will result in a safe and reliable escalator system.

### 6.2 Hours of Service

#### A. Work Hours

All work performed under this Contract will be performed during core working hours. Core working hours are Monday through Friday 6:00 a.m. through 10:00 p.m. Pacific Time. Any exceptions to this rule shall be approved, in advance, jointly by the Contractor and the County Project Manager (PM).

### 6.3 Schedule of Equipment

The following is a list of DSTT escalators.

#### A. Convention Place Station (CPS)

CPS Metro ID	Normal Direction	KONE CE No.	Escalator Length	Rise	Number of Steps	Step Width	HP	Drive
ESC-101	Up	59142	52	23' .50"	90	40"	20	Single
ESC-102	Up	59140	51	22' .67"	87	24"	10	Single
ESC-103	Up	59139	51	22' .67"	87	24"	10	Single
ESC-104	Up	59141	51	22' .67"	87	24"	10	Single

B. West Lake Station (WLS)

WLS Metro ID	Normal Direction	KONE CE #	Escalator Length	Rise	Number of Steps	Step Width	HP	Drive
ESC-301	Up	59148	53	23' .82"	91	40"	20	Single
ESC-302	Up	59149	53	23' .82"	91	40"	20	Single
ESC-303	Down	59150	53	24' .03"	91	40"	20	Single
ESC-304	UP	59151	53	24' .03"	91	40"	20	Single
ESC-305	Down	59152	23	11' .48"	54	40"	10	Single
ESC-306	Up	59153	23	11' .48"	54	40"	10	Single
ESC-307	Down	59155	48	17' .83"	72	40"	15	Single
ESC-308	Up	59154	48	17' .83"	72	40"	15	Single
ESC-309	Up	59157	23	8' .60"	45	40"	10	Single
ESC-310	Down	59156	23	8' .60"	45	40"	10	Single
ESC-311	Up	59159	48	20' .83"	82	40"	15	Single
ESC-312	Down	59160	48	20' .83"	82	40"	15	Single
ESC-313	Up	59161	18	5' .77"	37	40"	10	Single
ESC-314	Down	59158	18	5' .77"	37	40"	10	Single
ESC-315	Up	59163	36	15' .24"	65	40"	15	Single
ESC-316	Down	59162	36	15' .24"	65	40"	20	Single

C. University Street Station (USS)

USS Metro ID	Normal Direction	KONE CE #	Escalator Length	Rise	Number of Steps	Step Width	HP	Drive
ESC-501	Up	59179	46'	20' .18"	80	40"	15	Single
ESC-502	Up	59180	46'	20' .18"	80	40"	15	Single
ESC-503	Up	59181	45'	19' .22"	78	40"	15	Single
ESC-504	Up	59182	45'	19' .22"	78	40"	15	Single
ESC-505	Up	59183	76'	35' .81"	127	40"	2 @ 15	Dual
ESC-506	Down	59184	76'	35' .81"	127	40"	2 @ 15	Dual
ESC-511	Up	59176	75'	34' .76"	124	40"	2 @ 15	Dual
ESC-512	Down	59177	75'	34' .76"	124	40"	2 @ 15	Dual

D. Pioneer Square Station (PSS)

PSS Metro ID	Normal Direction	KONE CE No.	Escalator Length	Rise	Number of Steps	Step Width	HP	Drive
ESC-701	Up	59185	47'	20' .34"	80	40"	15	Single
ESC-702	Up	59186	47'	20' .34"	80	40"	15	Single
ESC-703	Up	59187	45'	19' .08"	77	40"	15	Single
ESC-704	Up	59188	45'	19' .08"	77	40"	15	Single
ESC-705	Up	59190	89'	41' .85"	145	24"	20	Single
ESC-706	Down	59189	89'	41' .85"	145	24"	20	Single
ESC-707	Up	59191	55'	24' .75"	93	24"	15	Single
ESC-709*	Up	20232807	45'		82			

\*Escalator 709 was rebuilt in 2007. It is not part of this project.

E. International District Station (IDS)

IDS Metro ID	Normal Direction	KONE CE No.	Escalator Length	Rise	Number of Steps	Step Width	HP	Drive
ESC-901	Up	59194	49'	24' .17"	92	40"	20	Single
ESC-902	Up	59195	49'	23' .03"	88	40"	15	Single
ESC-903	Up	59196	51'	23' .42"	90	40"	20	Single
ESC-904	Up	59197	51'	22' .61"	87	40"	15	Single

**Minimum Requirements**

**6.4 Contractor Qualifications**

King County will solely determine the Contractor's capability, capacity and skills necessary to complete the repairs on schedule and within budget. This includes financial resources and number of skilled craftspeople to complete the job.

- A. The Contractor shall have a minimum of ten (10) years experience in the refurbishing and repair of similar conveyances.
- B. The Contractor shall be licensed, registered, bonded and insured in the State of Washington and have engaged in similar type work for the previous five (5) years preceding this Contract.
- C. The Contractor shall be required to maintain the necessary resources to obtain all repairs and replacement parts 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 refurbish at least two (2) escalators per month, in accordance with the schedule to be determined by the County's PM.
- D. The Contractor's business 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 Time Monday through Friday.

1. Contractor shall maintain a twenty-four (24) hour, seven (7) days per week designated answering service which has the ability to contact the Contractor at any time.
2. Contractor's Contact Information  
The Contractor shall provide in Subsection 7.2 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 7.2. Contractor shall also supply a list of facilities.

## 6.5 Final Testing and Acceptance

The point when King County acknowledges that the Contractor has performed the entire Work for each escalator in accordance with the Contract.

### A. Final Acceptance Process

The County shall begin the Final Acceptance Process in accordance with the Contract as follows:

1. The County will employ an independent consultant who will inspect the work throughout the term of this Contract. The County's consultant will witness the final acceptance tests and make recommendations to the County as to whether or not the work is acceptable.
2. Final Acceptance will occur when the County's PM certifies that the escalator has been returned to working condition and meets all laws, codes, rules and regulations after a 30 day testing period. The first seven (7) days the escalator will run constantly with barricades in place and no public access. For the remainder of the 30 day test the escalator will have the barricades removed and be opened for daily public access. The County will send a written notice of Final Acceptance to the Contractor.
3. If the County Accepts the Work, the County will send a notice of Final Acceptance to the Contractor.
4. If County determines that the Work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
5. The Contractor shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Final Acceptance test.
6. Another thirty (30) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more thirty (30) Day operation Final Acceptance test periods can occur if mutually agreed to by the parties.
7. If the County Accepts the Work following a second or subsequent acceptance test the County will send a notice of Final Acceptance to the Contractor.
8. If the Contractor does not correct or replace the unacceptable Work the County may declare a breach of Contract.

### B. Final Acceptance Testing

1. The escalators shall be subject to tests under operating conditions to determine that operation is satisfactory and in compliance with the specifications. The escalators shall meet State of Washington's requirements for annual escalator inspections under normal operating conditions to determine that operation is satisfactory and in compliance with the specifications.

2. During this 30 day testing period the Contractor shall be solely responsible for all maintenance, responding to slips or falls, repairs and adjustments.
3. All necessary Labor & Industries inspections shall take place during the 30 day period.

#### **6.6 Code Compliance**

The Contractor shall at all times abide by all existing laws, codes, rules and regulations as may be required by federal, state or local agencies as applicable to the work under this Contract. The Contractor shall ensure compliance with the latest edition or revision of American Standard Safety Code ANSI A17.1 and A 17.2.

Contractor shall be responsible for securing any required permits, other than the annual escalator operating permit, and shall also arrange and coordinate all inspections as required by Washington State L & I, and the City of Seattle.

#### **6.7 Contractor Requirements**

- A. All work performed under this Contract shall be performed by and under the supervision of licensed escalator technicians.
- B. The Contractor shall furnish all labor, tools, materials, replacement parts, equipment, consumables, supplies and supervision necessary to complete the work in accordance with all the terms, conditions and specifications contained herein.
  1. Miscellaneous supplies will be considered as shop supplies and the Contractor shall not charge these expenses to the County.
  2. Unless otherwise indicated, no County tools or equipment will be available for the Contractor's use.
  3. 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. Diagnostic Tooling  
The Contractor shall supply, at no cost to King County Metro, one (1) set of any proprietary diagnostic tooling for new components.
- D. Operation and Maintenance Manuals  
The Contractor shall supply the County PM with one (1) complete set of the operation and maintenance manuals for each upgraded escalator component requiring a new manual. Manuals shall be in a hard copy format and one (1) complete set in Adobe PDF format.
- E. Contractor's Personnel  
All Contractor and subcontractor employees:
  1. Performing work under this Contract shall meet the requirements of these specifications.
  2. Shall obtain and maintain a current license(s) required for the Work being performed and submit proof of same within five (5) days of the County's written request.
  3. Shall wear a Contractor supplied uniform.

4. Shall have visible their company identification (ID) and maintain both their ID and driver's license on their person at all times while on King County property.

## 6.8 Safety and Protection Requirements

The Contractor shall exercise safety precautions at all times for the protection of the Public and County property. The Contractor shall adhere to the safety provisions of all applicable laws, building codes and construction codes. The Contractor shall supply the County PM with a Safety Work Plan, per Section 6.13 C 1 b, detailing how they will meet the stipulations called out in section 6.8.A through 6.8.D.

- A. All Contractor and subcontractor service personnel working in King County buildings shall follow all OSHA, WISHA and other regulatory safety and health standards and regulations the Occupational Safety and Health Act (OSHA) of 1970 and the latest revision(s) thereto.
  1. The Contractor shall be solely responsible for:
    - a. Initiating and supervising all safety precautions and programs in connection with the work.
    - b. Training all of their employees and subcontractors on all safety issues as required by OSHA regulations for the project.
  2. Contractor shall take all necessary precautions and provide the necessary protection for the safety of all employees and other persons on the worksite, including the general public.
- B. Contractor shall restrict access to the escalator well way and to any other areas in the work area that impose a danger to the public. It is imperative that the public is protected from falling down an open hoist way or other danger due to the Work under this Contract. Contractor and its subcontractors shall be responsible for providing and placing all locked enclosures, foot traffic barricades, tarps, plastic, flag tape and other safety/traffic control equipment including effective signage required to protect the public, surrounding areas, equipment and vehicles during repairs and/or refurbishment.
  1. Barricades
    - a. The Contractor shall furnish and construct barricades within the work area to obstruct pedestrian access. The location of barricades for pedestrian walkways shall be as necessary to prevent unauthorized access.
    - b. The Contractor shall, during the course of the work, barricade or close excavations and openings in floors, walls or other parts of the structures while such openings are not in regular use.
    - c. The Contractor shall barricade or close such openings before final acceptance of the work.
    - d. Barricades shall be substantial in character, neat in appearance, and constructed in a size, arrangement and with materials pre-approved by the County's PM.
    - e. Immediately prior to public access to the repaired escalator, the Contractor shall remove the barricades and restore the area to first class condition.
  2. Locked enclosures, barricades and signage shall be removed only **after** the escalator has been returned to public service.

C. Site Maintenance

1. The Contractor shall keep the work site clean and free from all rubbish, debris, oil and grease.  
Materials and equipment shall be removed from the site when they are no longer necessary.
2. The Contractor is solely responsible for removing and disposing of all used components. The County PM, at his discretion, may decide to retain certain used parts or components. The Contractor will set aside all such components and move them to an area that the PM designates.
3. Upon completion of the work and before acceptance of the work, the work site shall be cleared of equipment, unused materials, and debris to present a clean and neat appearance.
4. The County PM will work with the Contractor to provide lay down and prep areas.

D. Damage to Existing Property

1. Contractor shall execute all work in an orderly and careful manner with due consideration to the existing structure, surface finishes and facility usages. The Contractor is responsible for taking all necessary precautions to protect County property from damage including but not limited to floors, walls and stairs.
2. The Contractor shall be held responsible for any damage to existing structures, work, materials, equipment and underground or overhead utilities because of its operations, and shall repair or replace any damaged properties, structures, finishes, materials or equipment to the satisfaction of and at no additional cost to the County.

6.9 Security

A. Tunnel Access

1. The DSTT is an access controlled facility.
2. Contractor's Transportation
  - a. All Contractor employees shall use a company vehicle with the company logo prominently displayed. **No private vehicles shall be allowed in the DSTT.**
  - b. Vehicles and equipment shall only be allowed in the tunnel during non-operating hours (1:00 a.m. - 4:30 a.m. Pacific Time) Sunday through Saturday and only on an as needed basis for delivery of materials when necessary. Access shall be coordinated in advance with the County PM. Daily access by workers is accommodated from surface entrances or by bus or train transportation through the tunnel.
  - c. The Seattle Fire Department prohibits the use of Gas powered vehicles in the DSTT.

B. All Contractors' employees that will be accessing the DSTT shall complete the mandatory one (1) hour King County Transit Facilities access/safety and security training. **There shall be no exceptions.** Training shall be coordinated with the County's PM.

C. King County may, at any time, enact an enhanced security program. Since these measures are put in place by Homeland Security and related to Public safety and security the Contractor shall comply with all enhanced security measures. The County's Project Manager will notify the Contractor whenever such programs are enacted.

## 6.10 Coordination of Work

- A. The Contractor shall coordinate the performance of this work with the County's PM. Work shall commence no later than 30 days after Contract award.
- B. Time Requirements
  - 1. The Contract Time shall start on the date of Contract award. The Contractor shall not begin work until receipt of Contract award.
  - 2. The Contractor shall complete all of the Work described in the Contract Documents, including Final Acceptance, within 24 to 36 months after Contract award.
- C. The County will determine the order the escalators are to be worked on and the extent of required repairs/refurbishment. The schedule listings elsewhere in this document are not intended to be a rank ordering or priority ordering of work but only to provide information on the anticipated work that may be required on any particular escalator.

## 6.11 Refurbishment Requirements

Contractor shall replace all components in each escalator unit as indicated in each schedule of work below in accordance with the requirements in Subsection 6.12. All equipment shall be installed per manufacturer's standards or requirements. Components not listed in one of the schedules below shall be repaired on a time and materials basis in accordance with the applicable pricing in Subsections 7.4.C Schedule 3 and 7.4.D Schedule 4. Schedule A Options includes additional items of work that the Contractor may be required to perform in addition to the those items listed under the Schedule A Repair/Refurbishment schedule below.

### A. Schedule A Repair/Refurbishment - Component Replacement Schedule

These components typically include:

- 1. New Montgomery Handrail Drive Chain;
- 2. New Montgomery Handrail Drive Chain Sprocket and Montgomery Handrail Drive Chain Tension Sprocket assembly;
- 3. New step chain;
- 4. New axle and trailing rollers;
- 5. Replacement of high speed seals;
- 6. Replacement of low speed seals;
- 7. New handrails;
- 8. All type one steps (3 and 5 E sizes) with all new Montgomery steps due to 'B' cracks or 'A' cracks. Provide step demarcation yellow painting using ICI 201 primer and Sherwin Williams Tile Clad HS in Safety Yellow color or equivalent on each step; these steps shall be through axle and will have new bearings and rollers;
- 9. New Novatec Boards;
- 10. Installation of soft start motor starts for energy efficiency;
- 11. Install new brake unit; and

12. A complete clean down and re-commissioning of each refurbished escalator. A complete clean down will include:
  - a. Remove unit from service and barricade top and bottom
  - b. Remove floor plates top and bottom
  - c. Turn unit on 'inspection'
  - d. Remove, wipe down, and inspect every step for 'A' and 'B' cracks
  - e. Begin clean down at top of unit and work down
  - f. Clean entire length of unit below the skirts
  - g. Visually inspect step chain, track, and 'Z' brackets
  - h. Inspect safety string (skirt, up thrust, comb impact, missing step, landing plate switches, and handrail speed sensors), etc.
  - i. Remove balustrade covers
  - j. Lubricate and inspect handrail drive chain and sprockets
  - k. Visually inspect handrails for integrity (rips, tears, gauges, etc.)
  - l. Re-install balustrade covers
  - m. Re-install steps (if no 'A' or 'B' cracks)
  - n. Provide index test
  - o. Return unit to service and monitor operation

**B. Schedule A - Options**

Upon inspection, the County may choose to have the Contractor perform certain other repairs/replacements which may include:

1. Installation of a new bull gear;
2. Installation of a new motor; and
3. Other items as needed

6.11.B.1 and 2, shall be billed at the all inclusive rates bid in Subsection 7.4.B Schedule 2.  
6.11.A.3 shall be billed at a time and materials rate in accordance with Subsections 7.4.C Schedule 3 and 7.4.D Schedule 4.

**C. Schedule B Repair/Refurbishment - Component Replacement Schedule**

1. Replace steps including yellow demarcation paint using ICI 201 primer, and Sherwin Williams Tile Clad HS in Safety Yellow color on each step
2. Install soft start
3. Clean Down as per specification listed in 6.11.A.12 items 1 through 15
4. Other items as identified upon inspection
5. Return unit to service and monitor operation

- D. Schedule C Repair/Refurbishment – Component Replacement Schedule
  - 1. Complete Clean down as per specification listed in 6.11.A.12 items 1 through 15
  - 2. Inspect entire escalator and report deficiencies
  - 3. Adjust all components to meet industry standard tolerances and settings
  - 4. Return unit to service and monitor operation

E. Unforeseen Repairs

The Contractor shall promptly notify the County's PM of any defects in equipment to be retained and are discovered during the refurbishing and cleaning process.

- 1. In the event that unanticipated repairs are required, the Contractor shall provide a cost estimate to the County's PM on a time and materials basis in accordance with the pricing provided in Subsections 7.4.B Schedule 3 and 7.4.C Schedule 4.
- 2. These repairs shall be scheduled for Monday through Friday during and completed during normal working hours. There will be no overtime work unless prior approval in writing by the County's PM.

**6.12 Repair and Replacement Parts and Components**

A. **Unless otherwise authorized in writing** by the County PM, repair and replacement parts and components shall be:

- 1. Kone OEM or approved equal.
  - a. Contractor shall submit any proposed substitutions to the County PM for written approval prior to use.
  - b. The use of demonstration, rebuilt or remanufactured parts and equipment shall be prohibited, except for Cleveland gear box cases, which can be rebuilt if not available new.
- 2. New and in perfect working condition.

B. Spare Components

Contractor shall provide spare components as requested by the County's PM in accordance with the pricing provided in Subsection 7.4 Schedule 4.

C. The Contractor shall supply packing slip/invoices for all materials supplied under this Contract upon written request from the County's PM.

**6.13 Submittals**

A. Bidders shall submit the following forms with their Bid Submittal:

1. Buy America Certificate

Bidders shall submit the completed Buy America Certificate (located at the end of this ITB) with their bid submittal. The completed Buy America certificate will not be accepted after the bid due date.

**Please refer to the note in Subsection 5.12 in Section 5 Federal Requirements for important information regarding completing the Buy America Certificate.**

2. Lobbying Certificate

Bidders shall submit the completed Lobbying Certificate (located at the end of this ITB) with their bid submittal.

B. Required before Contract award

Bidder shall provide the following items within five (5) days of written request:

1. Escalator Worker's License/Certificate for all employees expected to perform work on this contract.

C. Required after Contract award

1. Contractor shall provide the following items within five (5) days of written request:

- a. Electrical Worker's License
- b. Safety Work Plan

2. The Contractor shall provide following items within five (5) days upon completion of each type of escalator:

- a. Two (2) sets of any proprietary diagnostic tooling or equipment.
- b. A full one year parts and labor warranty.

**6.14 Important Dates**

Submission of Equal Products/Brands due: July 18, 2011

All Questions due: July 21, 2011

## SECTION 7 Bid Response

### 7.1 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.

### 7.2 Bidder's Information

#### A. General Contact Information

Physical Address: 14737 NE 87th St, Redmond WA 98052

Mailing Address: 14737 NE 87th St, Redmond WA 98052

Name of Contact Person: Tyler Quandt

Email: tyler.quandt@kone.com

Telephone No. (Local/Toll Free): 206-510-1403

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

Name of Emergency Contact Person: KONE Service Business Center

Emergency Telephone No. 1-877-276-8691

Email: KONESERVICE@KONE.COM

State hours and days of operation:

Hours: 8 a.m. to 5 p.m. Days: Monday to Friday

#### B. Number of years in escalator repair and maintenance business, including escalator refurbishment work: Escalator business for 50+ years, in business for 100+ years

#### C. Bidder's Project Manager's Contact Information

Name of Emergency Contact Person: Jim O'Brien

Emergency Telephone No. 206-510-1869

Email: jim.o'brien@kone.com

#### D. Service Facility

Indicate the service facility below if different than the information provided in Subsection 7.2.A above.

Name of contact person: N/A

Address: N/A

Telephone No.: N/A

**7.3 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 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 1.5 % - 30 Days, Net 20

**7.4 Pricing**

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail unless otherwise indicated below. 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.

- A. Schedule 1- Refurbishing Services (Schedules A, B and C)

Schedule 1 provides an all inclusive rate for the replacement/installation of items covered in Subsections 6.11.A Schedule A, 6.11.B Schedule B and 6.11.C Schedule C. The Schedule of Work to be performed for a specific escalator is indicated under the Repair Schedule column in the pricing table below. The **Unit Price** shall include the cost of the all materials and labor required to perform the work as specified in this Contract.

Item No.	CPS Escalator Metro ID	Repair Schedule	Est. Qty	UOM	Unit Price
<b>Convention Place Station (CPS)</b>					
1.	ESC-101	C	1	EA	\$
2.	ESC-102	C	1	EA	\$
3.	ESC-103	C	1	EA	\$
4.	ESC-104	C	1	EA	\$
<b>West Lake Station (WLS)</b>					
5.	ESC-301	A	1	EA	\$
6.	ESC-302	B	1	EA	\$
7.	ESC-303	A	1	EA	\$
8.	ESC-304	A	1	EA	\$
9.	ESC-305	C	1	EA	\$
10.	ESC-306	C	1	EA	\$
11.	ESC-307	B	1	EA	\$

Item No.	CPS Escalator Metro ID	Repair Schedule	Est. Qty	UOM	Unit Price
12.	ESC-308	B	1	EA	\$
13.	ESC-309	C	1	EA	\$
14.	ESC-310	C	1	EA	\$
15.	ESC-311	C	1	EA	\$
16.	ESC-312	A	1	EA	\$
17.	ESC-313	C	1	EA	\$
18.	ESC-314	C	1	EA	\$
19.	ESC-315	C	1	EA	\$
20.	ESC-316	A	1	EA	\$
<b>University Street Station (USS)</b>					
21.	ESC-501	A	1	EA	\$
22.	ESC-502	A	1	EA	\$
23.	ESC-503	A	1	EA	\$
24.	ESC-504	A	1	EA	\$
25.	ESC-505	C	1	EA	\$
26.	ESC-506	A	1	EA	\$
27.	ESC-511	C	1	EA	\$
28.	ESC-512	B	1	EA	\$
<b>Pioneer Square Station (PSS)</b>					
29.	ESC-701	B	1	EA	\$
30.	ESC-702	B	1	EA	\$
31.	ESC-703	B	1	EA	\$
32.	ESC-704	B	1	EA	\$
33.	ESC-705	C	1	EA	\$
34.	ESC-706	C	1	EA	\$
35.	ESC-707	C	1	EA	\$
<b>International District Station (IDS)</b>					
36.	ESC-901	A	1	EA	\$
37.	ESC-902	B	1	EA	\$
38.	ESC-903	A	1	EA	\$
39.	ESC-904	B	1	EA	\$
<b>Schedule 1 Total</b>					\$

B. Schedule 2 – Refurbishing Services (Schedule A Options)

Schedule 2 provides an all inclusive rate for the option of installing a new bull gear and for installing a new motor for each escalator.

Item No.	CPS Escalator Metro ID	Est. Qty	UOM	Unit Price
<b>Convention Place Station (CPS)</b>				
1.	ESC-101			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
2.	ESC-102			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
3.	ESC-103			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
4.	ESC-104			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
<b>West Lake Station (WLS)</b>				
5.	ESC-301			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
6.	ESC-302			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
7.	ESC-303			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
8.	ESC-304			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
9.	ESC-305			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$

Item No.	CPS Escalator Metro ID	Est. Qty	UOM	Unit Price
10.	ESC-306			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
11.	ESC-307			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
12.	ESC-308			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
13.	ESC-309			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
14.	ESC-310			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
15.	ESC-311			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
16.	ESC-312			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
17.	ESC-313			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
18.	ESC-314			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
19.	ESC-315			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
20.	ESC-316			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$

Item No.	CPS Escalator Metro ID	Est. Qty	UOM	Unit Price
<b>University Street Station (USS)</b>				
21.	ESC-501			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
22.	ESC-502			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
23.	ESC-503			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
24.	ESC-504			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
25.	ESC-505			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
26.	ESC-506			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
27.	ESC-511			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
28.	ESC-512			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
<b>Pioneer Square Station (PSS)</b>				
29.	ESC-701			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
30.	ESC-702			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$

Item No.	CPS Escalator Metro ID	Est. Qty	UOM	Unit Price
31.	ESC-703			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
32.	ESC-704			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
33.	ESC-705			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
34.	ESC-706			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
35.	ESC-707			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
<b>International District Station (IDS)</b>				
36.	ESC-901			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
37.	ESC-902			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
38.	ESC-903			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
39.	ESC-904			
a.	Install new bull gear	1	EA	\$
b.	Install new motor	1	EA	\$
<b>Schedule 2 Total</b>				<b>\$</b>

C. Schedule 3 – Labor Rates

Schedule 3 provides all inclusive labor rates for work performed that is not called out in Schedules A, B and C. King County will not accept separate charges for travel time and mileage, including travel time to obtain any necessary part(s) to complete the work. Bidders shall assume the following estimated labor hours per year for additional escalator repair services.

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Price
<b>Straight Time Rates (Normal Working Hours)</b>					
1.	200	HR	Mechanic Foreman, Straight Time	\$	\$
2.	200	HR	Mechanic, Straight Time	\$	\$
3.	200	HR	Mechanic apprentice, Straight Time	\$	\$
<b>Schedule 3 Total</b>					<b>\$</b>

D. Schedule 4 –Parts

In the event of a discrepancy between the Discount Percent and the Extended Total, the Discount Percent will prevail. For bid evaluation purposes Bidders shall assume the Estimated Annual Usage for Parts and Supplies as listed in Schedule 4. Bidders shall state below the Discount Percent (if any) from the Kone Spares part or equal, as defined in Subsections 2.4 and 2.5. The Discount is calculated by multiplying the Estimated Annual Usage quantity times the Discount Percentage (if any). If no Discount Percentage is offered, enter 0% in the appropriate space. To calculate the Extended Total, subtract the Discount from the Estimated Annual Usage.

Item #	Estimated Annual Usage	Description	Discount %	Discount	Extended Total
1.	\$ 100,000.00	Parts and Supplies	%	\$	\$

**Total Bid Price ( Schedules 1 + 2 + 3 + 4 ) \$ \_\_\_\_\_**  
**( Transfer total to cover page )**

## 7.5 References

List the names and addresses of four (4) customers, for whom the Bidder has performed or provided escalator refurbishing services which were similar in size and scope to this project, 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. Bidder may attach additional sheets as necessary.

**References shall be submitted with the bid.**

Company Name: SEA-TAC Airport  
 Company Address: Seattle, WA  
 Company Phone: 206-787-7590  
 Contact Person: Ryan Pazaruski  
 Type of Escalators Refurbished: Montgomery Model HR  
 No. of Escalators Refurbished: 79  
 Type of Refurbishment work performed: See Attachment  
 Inclusive Dates: 1971 - Present

Company Name: WA State Convention Center  
 Company Address: Seattle, WA  
 Company Phone: 206-510-8268  
 Contact Person: Tim Thomas  
 Type of Escalators Refurbished: Montgomery Model HR  
 No. of Escalators Refurbished: 15  
 Type of Refurbishment work performed: See Attachment  
 Inclusive Dates: 1985 - Present

Company Name: Nordstrom  
 Company Address: Seattle, WA  
 Company Phone: 408-261-5749  
 Contact Person: Tony Villa  
 Type of Escalators Refurbished: Montgomery Model HR  
 No. of Escalators Refurbished: 16 (Locally)  
 Type of Refurbishment work performed: See Attachment  
 Inclusive Dates: 1985 - Present

Company Name: McCarran Airport  
 Company Address: Las Vegas, NV  
 Company Phone: 702-261-5140  
 Contact Person: Bob Kingston  
 Type of Escalators Refurbished: Montgomery Model HR  
 No. of Escalators Refurbished: 45  
 Type of Refurbishment work performed: See Attachment  
 Inclusive Dates: 2005 - Present

### Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>URGENT – SEALED BID ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Chinook Building, 3 <sup>rd</sup> FL CNK-ES-0340 401 Fifth Avenue Seattle, WA 98104
	<b>Bid No.</b> ITB 1123-11-MZS
	<b>Bid Title</b> Escalator Refurbishing Services, Downtown Seattle Transit Tunnel
	<b>Due Date</b> 7/28/2011 2:00 PM
	<b>Vendor</b> KONE Inc
	<b>U R G E N T</b>



**KONE Inc.**

**Elevators Escalators**

**DELEGATION OF AUTHORITY**

I, Kurt E. Stepaniak, Senior Vice President, hereby delegate the authority granted to me by the By-laws of KONE Inc. to district managers, branch managers, assistant branch managers, sales managers, sales engineers and other sales personnel to sign and submit quotations, change orders, contract renewals and bids on behalf of KONE Inc.

A handwritten signature in black ink, appearing to read "K. Stepaniak", is written above a horizontal line.

Date: January 4, 2011

Kurt E. Stepaniak  
Senior Vice President

# ORIGINAL

## INVITATION TO BID Addendum # 1



King County

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

ADDENDUM DATE: July 18, 2011

ITB Title: Escalator Maintenance and Repair Services, Downtown Seattle Transit Tunnel

ITB Number: 1123-11-MZS

Due Date/Time: July 28, 2011- 2:00 p.m.

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

Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9309

This addendum is issued to revise Invitation to Bid (ITB) 1123-11-MZS advertised June 30, 2011 as follows:

1. The bid opening date shall remain the same Thursday, July 28, 2011 at 2:00 p.m.

2. **Change** the Bid Title as follows:

Escalator **Maintenance and Repair** Services, Downtown Seattle Transit Tunnel

3. **Revise** Subsection 3.3 as follows:

Add the following sentence to the end of the first paragraph:

**In addition, the Contractor shall attach to their invoices copies of itemized receipts and/or invoices for all parts and components used in the work performed under this Contract.**

4. **Revise** the first paragraph of Subsection 6.1 as follows:

King County needs to have a number of escalators repaired, **maintained during the final acceptance period**, and returned to full working compliance with all existing Federal, State and local codes. **These technical specifications describe the maintenance and repair work to be performed to return the escalators to first class condition. The County has used the word or a derivation of the word "refurbish" throughout these specifications. For the intents of this ITB, the word "refurbish" or other derivative is used to refer to the repair and maintenance work to be performed under this Contract.** This Contract does not include the installation of a new escalator. The intent of the work to be done where The Downtown Seattle Transit Tunnel (DSTT), owned and operated by King County Department of Transportation, is a 1.3 mile (2.1 km) long public transit facility that runs through downtown Seattle. Construction of the tunnel began in 1987 and revenue service started in 1990. Since its opening in 1990 the DSTT has been modified to accommodate both bus and Sound Transit's Link light rail vehicles on a shared alignment. The DSTT has five (5) underground stations that are accessed via **40 escalators** and 26 elevators.

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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.

**Question**

Please clarify whether or not the scope of work under this agreement will fall under the Buy America clause. This section references that parts and services provided under a service contract and maintenance/repair are excluded, however, the contract description is for "Escalator Refurbishing Services", which would imply a different scope/type of work.

**Answer**

Subsection 6.1 was revised to clarify that the work to be performed under this contract is maintenance and repair services for the purpose of Buy America requirements.

5. **Revise** Subsection 6.4.C as follows:

Add ", **Don Brewer.**" To the end of the last sentence of Subsection 6.4.C.

6. **Revise** Subsection 6.11.A.12 as follows:

12. A complete clean down and re-commissioning of each refurbished escalator. A complete clean down will include:

- a. Remove unit from service and barricade top and bottom
- b. Remove floor plates top and bottom
- c. Turn unit on 'inspection'
- d. Begin clean down at top of unit and work down
- e. Clean entire length of unit below the skirts
- f. Visually inspect step chain, track, and 'Z' brackets
- g. Inspect safety string (skirt, up thrust, comb impact, missing step, landing plate switches, and handrail speed sensors), etc.
- h. Remove balustrade covers
- i. Lubricate and inspect handrail drive chain and sprockets
- j. Visually inspect handrails for integrity (rips, tears, gauges, etc.)
- k. Re-install balustrade covers
- l. Provide index test
- m. Return unit to service and monitor operation

**Clarification:**

Subsection 6.11.A.12.d "Remove, wipe down, and inspect every step for 'A' and 'B' cracks" in the original ITB document was deleted in the revised Subsection 6.11.A.12 above. Subsection 6.11.A.12.m "Re-install steps (if no 'A' or 'B' cracks)" in the original ITB document was also deleted.

7. **Revise** Subsection 6.11.C.1 as follows:

1. Replace **all** steps including yellow demarcation paint using ICI 201 primer, and Sherwin Williams Tile Clad HS in Safety Yellow color on each step.

8. **Revise** Subsection 6.11.C.3 as follows:
  3. Clean Down as per specification listed in Subsection 6.11.A.12 items a through m.
    - a. **Remove, wipe down, and inspect every step for 'A' and 'B' cracks**
    - b. **Re-install steps (if no 'A' or 'B' cracks)**

**Clarification:**

Added items a and b to subsection 6.11.C.3 and revised the item numbers included in Subsection 6.11.A.12 from "1 through 15" to "a through m."

9. **Revise** Subsection 6.11.D.1 as follows:
  1. Clean Down as per specification listed in Subsection 6.11.A.12 items a through m.
    - a. **Remove, wipe down, and inspect every step for 'A' and 'B' cracks**
    - b. **Re-install steps (if no 'A' or 'B' cracks)**

**Clarification:**

Added items a and b to subsection 6.11.D.1 and revised the item numbers included in Subsection 6.11.A.12 from "1 through 15" to "a through m."

10. **Replace** Subsection 6.13.C.1 with the following:
  1. Contractor shall provide the following items within five (5) days of written request:
    - a. Safety Work Plan

**Clarification:**

Deleted requirement to provide a copy of an electrical worker's license, Subsection 6.13.C.1.a in the original ITB document.

11. **Revise** Subsection 7.4.A as follows:

**Add** the following to the first paragraph under Subsection 7.4 Pricing:

Bidders shall submit pricing using Attachment A. Attachment A shall be completed in accordance with the requirements in Subsection 7.4. A hard paper copy of Attachment A shall be submitted as part of the sealed bid submittal along with an electronic copy in MS Excel format on a disk (CD).

12. **Add** Attachment A.

Attachment A provides the pricing schedules in MS Excel Format. No other changes have been made to Subsection 7.4 Pricing.

## Questions and Answers

### 1. Question

Can the Contractor use the passenger elevators to bring parts in to the tunnel?

#### Answer

Yes. Currently all parts and components for maintenance and repair are being brought into the tunnel via surface entrances.

### 2. Question

Will the Contractor be able to stack the boxes of stairs in the laydown area.

#### Answer

Yes. The Contract Manager will work with the County's PM with respect to the laydown area. The County's PM will design the lay down area for each escalator prior to the beginning of any work on that specific escalator.

### 3. Question

Will the County consider putting in a new escalator if it would be more cost effective?

#### Answer

No.

### 4. Question

Is there a constraint on the number of escalators a Contractor can work on?

#### Answer

Please refer to Subsection 6.4.C. which requires the Contractor to have the ability to refurbish at least two (2) escalators per month in accordance with the schedule to be determined by the County's PM. Unless authorized by the County PM, only one (1) escalator in a specific station will be worked on at one time. The County's PM may authorize the Contractor to work on more than two (2) escalators at any one time.

### 5. Question

Will the County consider revising Subsection 3.3 Invoices and Payment to include language to provide progress payments?

#### Answer

No.

**6. Question**

Will the County consider revising Subsection 3.10 Indemnification and Hold Harmless to include language to limit the Contractor's exposure under this clause?

**Answer**

No.

**7. Question**

Will the County consider revising Subsection 4.17 Insurance Requirements to include language to limit the Contractor's exposure with regards to providing a defense and immunity under this clause?

**Answer**

No.

The Pre-Bid Attendance Roster is attached at the end of this Addendum for informational purposes only.



**Pre-bid Attendance Roster**

ITB 1123-11 MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel

Date 7/12/2011 Time 9:00 AM

Please sign-in by completing your information.

NOTE: King County has implemented Online Vendor Registration (OVR) to permit vendors, consultants and contractors to register their business with the County by creating a unique User ID, or to visit the website as a guest. The County's ITBs, RFPs and RFQs, with any attachments including addenda, are available for viewing by all users; but only registered firms can add themselves to plan holders lists and receive email notifications of addenda or other important information concerning the solicitation.

<http://www.kingcounty.gov/procurement/solicitations/>

Company	Representative Name	Phone	Email
KC	Mary Schumacher-Leyz	206-263-9305	
KC	Jim Boe	206-263-6358	
KC	Alina Tauza	206-263-6351	
KC	Don Brewer	206-263-7809	
TRK	JEFF WITTMAN	425-531-6211	Jeff.Wittman@THussenKnapp
TRK	Mike Stevens	206-391-6575	THussenKnapp mike.stevens@THussenKnapp.com
KONE	MIKE SEVORES	206-396-1288	MIKE.SEVORES@KONE.COM
KONE	GABBY D. NOZZIS	503-209-9440	GABBY.NOZZIS@KONE.COM
ELTEC	GORDON FERGUSON	206-405-3371	G.Ferguson@ELTEC.CC
ELTEC	Donny Dana	206-405-3371	ddana@eltec.cc
KONE	Jim O'Brien	206-518-7869	Jim.O'Brien@KONE.COM
KONE	Tyler Quandt	206-510-1403	tyler.quandt@KONE.COM

# Attachment A

ITB 1123-11-MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel

Advertised June 30, 2011

Due Date - July 28, 2011

# ORIGINAL

## Schedule 1 - Refurbishing Services (Schedules A, B and C)

Item No.	CPS Escalator Metro ID	Repair Schedule	Est. Qty	UOM	Unit Price
<b>Convention Place Station (CPS)</b>					
1	ESC-101	C	1	EA	\$5,851.00
2	ESC-102	C	1	EA	\$5,711.00
3	ESC-103	C	1	EA	\$5,711.00
4	ESC-104	C	1	EA	\$5,711.00
<b>West Lake Station (WLS)</b>					
5	ESC-301	A	1	EA	\$62,303.00
6	ESC-302	B	1	EA	\$39,696.00
7	ESC-303	A	1	EA	\$62,303.00
8	ESC-304	A	1	EA	\$62,303.00
9	ESC-305	C	1	EA	\$4,178.00
10	ESC-306	C	1	EA	\$4,178.00
11	ESC-307	B	1	EA	\$32,560.00
12	ESC-308	B	1	EA	\$32,560.00
13	ESC-309	C	1	EA	\$3,760.00
14	ESC-310	C	1	EA	\$3,760.00
15	ESC-311	C	1	EA	\$5,479.00
16	ESC-312	A	1	EA	\$49,910.00
17	ESC-313	C	1	EA	\$3,389.00
18	ESC-314	C	1	EA	\$3,389.00
19	ESC-315	C	1	EA	\$4,689.00
20	ESC-316	A	1	EA	\$48,499.00
<b>University Street Station (USS)</b>					
21	ESC-501	A	1	EA	\$56,460.00
22	ESC-502	A	1	EA	\$56,460.00
23	ESC-503	A	1	EA	\$55,395.00
24	ESC-504	A	1	EA	\$55,395.00
25	ESC-505	C	1	EA	\$7,569.00
26	ESC-506	A	1	EA	\$97,445.00
27	ESC-511	C	1	EA	\$7,430.00
28	ESC-512	B	1	EA	\$52,816.00

# Attachment A

ITB 1123-11-MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel

Advertised June 30, 2011

Due Date - July 28, 2011

**ORIGINAL**

<b>Pioneer Square Station (PSS)</b>					
29	ESC-701	B	1	EA	\$35,565.00
30	ESC-702	B	1	EA	\$35,565.00
31	ESC-703	B	1	EA	\$34,438.00
32	ESC-704	B	1	EA	\$34,438.00
33	ESC-705	C	1	EA	\$8,405.00
34	ESC-706	C	1	EA	\$8,405.00
35	ESC-707	C	1	EA	\$5,990.00
<b>International District Station (IDS)</b>					
36	ESC-901	A	1	EA	\$62,830.00
37	ESC-902	B	1	EA	\$38,569.00
38	ESC-903	A	1	EA	\$61,764.00
39	ESC-904	B	1	EA	\$38,194.00
<b>Schedule 1 Total</b>					<b>\$1,199,073.00</b>

## Schedule 2 – Refurbishing Services (Schedule A Options)

Item No.	CPS Escalator Metro ID	Est. Qty	UOM	Unit Price
<b>Convention Place Station (CPS)</b>				
1	ESC-101			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,716.00
2	ESC-102			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,322.00
3	ESC-103			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,052.00
4	ESC-104			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,052.00
<b>West Lake Station (WLS)</b>				
5	ESC-301			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,421.00

# Attachment A

ITB 1123-11-MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel

Advertised June 30, 2011

Due Date - July 28, 2011

6	ESC-302			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	4,421.00
7	ESC-303			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,421.00
8	ESC-304			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	4,421.00
9	ESC-305			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,052.00
10	ESC-306			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,052.00
11	ESC-307			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
12	ESC-308			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
13	ESC-309			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,052.00
14	ESC-310			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,052.00
15	ESC-311			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
16	ESC-312			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00

# Attachment A

ITB 1123-11-MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel

Advertised June 30, 2011

Due Date - July 28, 2011

17	ESC-313			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,052.00
18	ESC-314			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,052.00
19	ESC-315			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
20	ESC-316			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,421.00
<b>University Street Station (USS)</b>				
21	ESC-501			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
22	ESC-502			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
23	ESC-503			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
24	ESC-504			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
25	ESC-505			
a	Install new bull gear	1	EA	\$31,660.00
b	Install new motor	1	EA	\$8,165.00
26	ESC-506			
a	Install new bull gear	1	EA	\$31,660.00
b	Install new motor	1	EA	\$8,165.00

# Attachment A

ITB 1123-11-MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel

Advertised June 30, 2011

Due Date - July 28, 2011

27	ESC-507			
a	Install new bull gear	1	EA	\$31,660.00
b	Install new motor	1	EA	\$8,165.00
28	ESC-508			
a	Install new bull gear	1	EA	\$31,660.00
b	Install new motor	1	EA	8,165.00
<b>Pioneer Square Station (PSS)</b>				
29	ESC-701			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
30	ESC-702			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
31	ESC-703			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
32	ESC-704			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
33	ESC-705			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,421.00
34	ESC-706			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,421.00
35	ESC-707			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
<b>International District Station (IDS)</b>				
36	ESC-901			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,421.00
37	ESC-902			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00

# Attachment A

ITB 1123-11-MZS Escalator Refurbishing Services, Downtown Seattle Transit Tunnel

Advertised June 30, 2011

Due Date - July 28, 2011

38	ESC-903			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,421.00
39	ESC-904			
a	Install new bull gear	1	EA	\$24,334.00
b	Install new motor	1	EA	\$4,304.00
<b>Schedule 2 Total</b>				<b>\$1,161,097</b>

## Schedule 3 – Labor Rates

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
1	200	HR	Mechanic Foreman, Straight Time	\$ 241.95	\$ 48,390.00
2	200	HR	Mechanic, Straight Time	\$ 219.84	\$ 43,968.00
3	200	HR	Mechanic apprentice, Straight Time	\$ 182.49	\$ 36,498.00
<b>Schedule 3 Total</b>					<b>\$128,856.00</b>

## Schedule 4 –Parts

Item No.	Est. Qty	Description	Discount %	Discount	Extended Total
1	100,000	Parts and Supplies	20%	\$ 20,000.00	\$ 80,000.00

**Total Bid Price ( Schedules 1 + 2 + 3 + 4 ) \$**

**2,569,026.00**

# ORIGINAL

## INVITATION TO BID Addendum # 2



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

ADDENDUM DATE: July 27, 2011

ITB Title: Escalator Maintenance and Repair Services, Downtown Seattle  
Transit Tunnel

ITB Number: 1123-11-MZS

Revised Due Date/Time: August 4, 2011- 2:00 p.m.

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

Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9309

This addendum is issued to revise Invitation to Bid (ITB) 1123-11-MZS advertised June 30, 2011 as follows:

1. **Change** the bid opening date from Thursday, July 28, 2011 at 2:00 p.m. to Thursday, August 4, 2011 at 2:00 p.m.
2. **Delete** Subsection 4.11 Product Return in its entirety.
3. King County has accepted ESC Corporation steps and step chains as an approved equal to the OEM steps and step chains.

**Replacement Steps:** ECS Corporation Part Nos. M27856-001(5E) & M27877-001(3E).

**Step Chains:** ECS Corporation Part #'s M-67884 (24P 82,000 lb rating) & M-35671 (24P 41,000 lb rating).

4. **Add** Attachment B, ESC Corporation ASME A17.1-2000 and CSA B44-00 Escalator Step Mechanical Test Results.
5. **Revise** Subsection 6.5.B.2 Final Testing and Acceptance as follows:
  2. During this 30 day testing period the Contractor shall be solely responsible for all maintenance, responding to slips or falls, repairs and adjustments **for all parts installed under this Contract.**

### Question

Are we making repairs and adjustments to just the parts we installed? For example: If a controller fails that is not being replaced by this scope of work, who is responsible for making the repair or adjustment?

### Answer

Subsection 6.5.B.2 Final Testing and Acceptance was addressed to clarify this issue. The County's current maintenance Contractor will provide repair and replacement for items outside the scope of this contract during the 30 day Final Accepting Testing period.

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.

### 3. Question

Does King County Metro have a Plan Labor Agreement (PLA) in effect with the IUEC? If not, will the County add the following language to Subsection 3.7 Force Majeure:

"The Contractor shall not be liable for damage or delay caused directly or indirectly by embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, epidemic or pandemic, or any cause beyond Subcontractor's control. Regardless of the type of delay, the contractor shall not be liable for consequential damages.

#### Answer

King County does not have a Plan Labor Agreement (PLA) in effect with the IUEC with respect to this ITB. The County will not revise Subsection 3.7 Force Majeure Clause. If an event occurs and the Contractor believes that the event falls under the Force Majeure clause, then the Contractor can address the issue at that time.

### 4. Question

Section 3.20C: Equal Benefits To Employees with Domestic Partners:

- As you may know, all of the major elevator/escalator companies employ elevator/escalator field workers (mechanics and apprentices) that are represented by the International Union of Elevator Constructors Union. Moreover, health and welfare benefits for all elevator field workers (working for all the major companies) are covered by jointly trustee (union/employer trustees) multi-employer plans (National Elevator Industry Benefit Plans, referred herein as "the plan"). The plan design is not determined by nor controlled by elevator contractors. Currently, the plan provides for benefits for same sex legal marriages (e.g., marriages sanctioned by state law). However, domestic partners and other relationships not legally sanctioned by state law as a marriage (e.g., not a "legally married spouse") are not covered under the plan.
- Will the contractors be compliant if benefits are available for all non-union employees, since IUEC member's benefits are outside the control of the contractors?

#### Answer

King County is unable to address a bidder's Equal Benefits compliance prior to the receipt of an executed Equal Benefits form. Bidders can submit the form with their bid, although this is not required at the bid submittal due date. If a Bidder will comply under Option D Alternate Compliance on the Equal Benefits Compliance Worksheet and Declaration Forms, the "Substantial Compliance Authorization Form" (SCAF) will also need to be completed.

All of the County's Equal Benefits forms are available to Bidders online at: [http://www.kingcounty.gov/operations/procurement/Forms/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx). In addition to listing the union(s) on the SCAF, if the Bidder chooses the Collective Bargaining Delay category on the SCAF, then the Bidder is also required to attach recent copies of the Union Trust letter(s) requesting equal benefits from the unions.

### 5. Question

In the event the Contract term extends past the three (3) year term in Subsection 4.2 Contract Term, will the Contractor be compensated for documented labor and material increases? The IUEC Labor Agreement has anticipated annual labor increases. Should the contractors include

the anticipated labor increases in the base bid, or should the bid be based on current 2011 rates with increases negotiated each year based on schedule and actual increases?

**Answer**

Please refer to Subsection 4.4 allows the Contractor to request price changes. Subsection 6.10.B.2 requires that the work under the Contract which includes Final Acceptance be completed within 24 to 36 months after Contract award. The County cannot tell Bidders how to submit their bids with respect to including anticipated labor increases in the base bid.

**6. Question**

Is this project subject to the 1% administrative fee requirement under Subsection 4.3?

**Answer**

Yes.

**7. Question**

Subsection 4.8 - Warranty

- a. Would the warranty on material and workmanship be voided in the event of improper maintenance/adjustments after the 30-day final acceptance testing period? Yes, if proven that due to improper maintenance or lack of maintenance.
- b. Who is responsible for responding and for the cost of normal callbacks and shut downs on the equipment following completion of work and the thirty (30) day warranty period? (Example: During the 12 month warranty of material, if the new step chain stretches due to lack of oiling and problems such as rust, scraping, etc. How does that affect the 12 month warranty on the material the contractor installed?)

**Answer**

- 7a. The Warranty might be voided, if proven that due to improper maintenance or lack of maintenance by the County or the County's Contractor that is under contract for conveyance maintenance and repair outside of the work specified in this ITB.
- 7b. The County's Contractor that is under contract for conveyance maintenance and repair outside of the work specified in this ITB will be responsible.

**8. Question**

Would King County Metro consider extending the 30-day maintenance period in Subsection 4.9: Warranty Remedies to 12 months to eliminate the insurance complications or limit the insurance requirements after the 30-day final acceptance period?

**Answer**

No.

**9. Question**

Besides the one King County Transit Facilities access/safety and security training, what if any specific OSHA training is required to perform this work? The link below summarizes various OSHA training and trying to understand which are necessary:  
[www.osha.gov/dte/edcenters/course\\_list.html](http://www.osha.gov/dte/edcenters/course_list.html).

**Answer**

It is the Contractor's responsibility to determine and follow the applicable OSHA regulations.

**10. Question**

Under Subsection 6.8.D Damage to Existing Property, in the event that the escalators are contaminated with bodily fluids or other type of hazardous materials, who is responsible and what is the procedure for clean up?

**Answer**

The County is ultimately responsible, specifically KC Transit Facilities Maintenance staff.

**11. Question**

Can you provide an estimated date of the contract award date to develop the three (3) year schedule with respect to Subsection 6.10.A?

**Answer**

No. There are too many variables.

**12. Question**

Can you provide the last date the escalator clean downs were performed on each unit included in this project?

**Answer**

No. Clean downs were not tracked as a separate item under the maintenance contract.

**13. Question**

In the event that the index test fails, would the necessary corrections for the index test to meet code requirements be billed on a time and material basis?

**Answer**

No. If the State determines the index test fails within the 30 day warranty period then it is up to the Contractor to bring it up to all applicable standards. See Subsection 6.5.B.1.

**14. Question**

Can we get a callback report for the last six months on the escalators affected by this project?

**Answer**

No.

**15. Question**

It is our understanding that we cannot deliver material via the tunnel, even during the hours of 1am to 4am. When we are delivering or removing escalator steps (approximately 80 steps at a time) to the tunnel that will require a minimum of 2 hours to off-load, how is this presently being done at the Pioneer, Westlake, and University Stations?

**Answer**

The current maintenance Contractor has been replacing chains and steps. As discussed at the pre-bid, they are using surface entrances and using the elevators to get these materials into the tunnel stations (IDS, PSS, USS & WLS) usually during the hours of 8 to 5 pm.

Under King County escort the contractor can deliver into the Tunnel during closure hours 1am to 0430. Only approved vehicles will be allowed, Electric or Diesel. Please refer to Subsection 6.9.A) If lift equipment is needed to off load material in the Tunnel the OCS (overhead catenarie system) will need to be powered down. This process takes King County Link approximately 1 hour to take down and 1 hour to restore leaving about 2 hours of working time.

**All other terms and conditions shall remain the same.**

**Bid Opening Label (Revised)**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>URGENT – SEALED BID ENCLOSED</b> Do Not Delay – Deliver Immediately	
	King County Procurement & Contract Services Section Chinook Building, 3 <sup>rd</sup> FL CNK-ES-0340 401 Fifth Avenue Seattle, WA 98104
<b>King County</b>	
<b>Bid No.</b>	<b>ITB 1123-11-MZS</b>
<b>Bid Title</b>	<b>Escalator Maintenance and Repair Services, Downtown Seattle Transit Tunnel</b>
<b>Due Date</b>	<b>August 4, 2011 - 2:00 p.m.</b>
<b>Vendor</b>	<b>KONE Inc</b>
<b>URGENT</b>	<b>URGENT</b>

**ORIGINAL**

**Bodycote** MATERIALS TESTING CANADA INC.

[www.na.bodycote-mt.com](http://www.na.bodycote-mt.com)

2395 SPEAKMAN DRIVE, MISSISSAUGA, ONTARIO CANADA L5K 1B3 • TEL: (905) 822-4111 • FAX: (905) 823-1446

**ASME A17.1-2000 and CSA B44-00 Escalator Step Mechanical Tests**

A Report to:	ECS Corporation 2741 South 21 Street Broadview, Illinois 60155-4639 USA
Attention:	Mr. Ken Sullivan
Telephone:	708-338-9700 Ext.425
Fax:	708-338-9781
Report No.:	05-03-C0020 Revision 3 5 Pages, 3 Figures, 3 Appendices
Proposal No.:	04-03-P0295 Revision 1
Date:	October 30, 2006

JUN 19 2005

**BMTC Inc.**

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*ASME A17.1-2000 and CSA B44-00 Codes Escalator Step Mechanical Tests  
for ECS Corporation*

*Page 2 of 5  
Report No. 05-03-C0020 Rev. 3*

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## **1.0 INTRODUCTION**

At the request of the ECS Corporation (ECS), Bodycote Materials Testing Canada Inc. (BMTC) performed mechanical tests on an escalator step in accordance with ASME A17.1-2000 and CSA B44-00 Codes provided by ECS.

ECS submitted one (1) sample for testing. The as received sample was allocated with BMTC Sample Number below:

Bodycote Sample #

05-03-C0020-1

## **2.0 OBJECTIVES**

The objective of the proposed work was to provide information needed to evaluate an escalator step according to ASME A17.1-2000 and CSA B44-00 Codes.

## **3.0 INSTRUMENTATION**

The following instruments were used to measure load and displacement values:

5 kip Load cell	MII # B06936
Calibrated Displacement Transducer	MII # B04895
407 signal conditioner	MII # B06086
407 signal conditioner	MII # B06079
Spider 8 data acquisition System	MII # A14020

## **4.0 TEST PROCEDURE**

The sample was installed on a test fixture made by the client. The fixture was rigidly clamped on the test bed. The load was applied using a hydraulic actuator installed on a test frame, a 5 kip calibrated load cell and a MTS 407 servo-hydraulic controller.

The client specified the sections to be used to conduct the tests in ASME A17.1-2000 and CSA B44-00 Codes. The specific test procedure for each section is presented on the next page:

#### 4.1 6.1.3.9.4 Step Load Test

A 300-lbf load was applied on five (5) different locations of the step through a 6-in. x 10-in. steel plate with the 10-in. dimension on the direction of the step travel. The five locations are center of the step, 8-in. and 16 in. offset on both sides respectively. The left and right sides are defined looking in the direction of the step travel.

The photo of the test set-up is presented in Figure 1.

The test was performed using ramp load control at a rate of 30 lbf/sec. A calibrated displacement transducer was placed on loading plate. The load and displacement data were recorded.

At the end of the test, the sample was inspected for failure.

#### 4.2 8.3.11 Step Fatigue Engineering Test

The load was applied normal to the step surface through a plate with 1.5 in. thickness, 8 in. width and 12 in. length, located at the center of the step, with the 12 in. dimension in the direction of the step travel.

The photo of the test set-up is presented in Figure 2.

The sample was subjected to a sinusoidal compression load between 100 lbf and 650 lbf. The test frequency was changed after 500,000 cycles from 7 to 10 Hz, and after another 2,300,000 cycles from 10 to 13 Hz, in order to speed up the test. The ASME A17.1-2000 and CSA B44-00 Codes recommends a frequency of  $10 \pm 5$  Hz.

The test parameters were observed frequently and the load was recorded seven (7) times during the test in order to verify that an undisturbed harmonic force flow is achieved during the entire fatigue test. The sample was inspected frequently for failure.

#### 4.3 6.1.3.10.4 Step Factor of Safety Load Test

The test was performed using the same set-up as for 6.1.3.9.4 Step Load Test.

A 1,500-lbf load was applied in three (3) different locations: 6 center of the step and 16 in. offset in both sides.

The test was performed using ramp load control at a rate of 100 lbf/sec. The data load and displacement were recorded.

At the end of the test, the sample was inspected for failure.

**5.0 RESULTS**

The test results for each section are presented below:

**5.1 6.1.3.9.4 Step Load Test**

The sample was inspected after each test load. No failure was observed. The displacement under the maximum load of 300 lbf and the permanent deformation, after removing the load, are presented in the table below:

Loading Position	Deflection at 300 lbf Load (in)	Permanent Deformation (in)
Center of the step	0.0305	0.0015
8 in. offset left side	0.0263	0.0010
8 in. offset right side	0.0277	0.0005
16 in. offset left side	0.0182	0.0006
16 in. offset right side	0.0216	0.0006

The plotted load vs. displacement curves are presented in Figures 1A to 5A in Appendix A.

**5.2 8.3.11 Step Fatigue Engineering Test**

The sample completed 5,000,000 cycles. No failure or permanent deflection was observed.

The plotted load vs. time curves showing the harmonic force flow at different test stage are presented in Figures 1B to 7B in Appendix B.

**5.3 6.1.3.10.4 Step Factor of Safety Load Test**

The sample was inspected after each test load. No failure was observed. The displacement under the maximum load of 1,500 lbf and the permanent deformation, after removing the load, are presented in the table below:

Loading Position	Deflection at 1,500 lbf Load (in)	Permanent Deformation (in)
Center of the step	0.0724	0.0040
16 in. offset left side	0.0367	0.0010
16 in. offset right side	0.0396	0.0008

The plotted load vs. displacement curves are presented in Figures 1C to 3C in Appendix C.

## 6.0 CONCLUSIONS

Based on sample tested, we certify that steps produced by ECS Corporation meet the following codes from ASME A17.1-2000 and CSA B44-00:

6.1.3.9.4  
8.3.11  
6.1.3.10.4

The photo of the tested sample, after the completion of all mechanical tests, is presented in Figure 3.

### **Bodycote Materials Testing Canada Inc.**

Reported by:



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Daniel Chira, B. Eng., A.Sc.T.  
Test Technologist, Component Testing  
Engineering & Technologies

Reviewed by:



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David Wang, P.Eng.  
Manager, Component Testing  
Engineering & Technologies

*This report refers only to the particular samples, units, material, instrument, or other subject used and referred to in it, and is limited by the test and/or analysis performed. Similar articles may not be of like quality, and other testing and/or analysis programs might be desirable and might give different results.*

**BMTC Inc.**

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*ASME A17.1-2000 and CSA B44-00 Codes Escalator Step Mechanical Tests  
for ECS Corporation*

*Figures  
Report No. 05-03-C0020 Rev. 3*

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## **FIGURES**

(2 Pages)

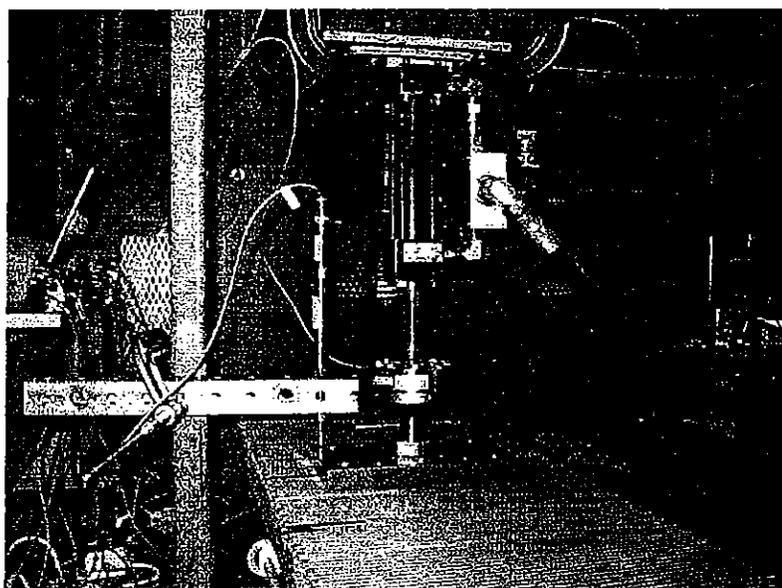


Figure 1: Test 6.1.3.9.4 and 6.1.3.10.4 set-up (load and safety load)

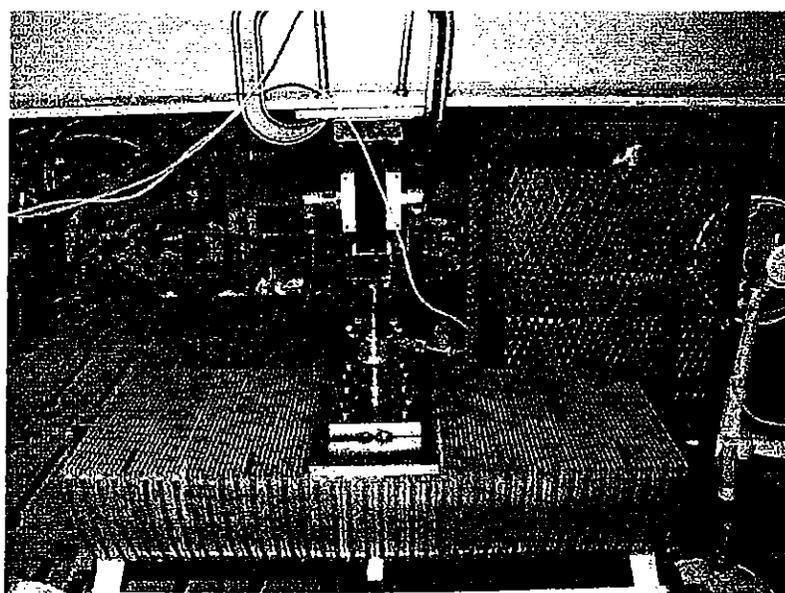


Figure 2: Test 8.3.11 set-up (fatigue)

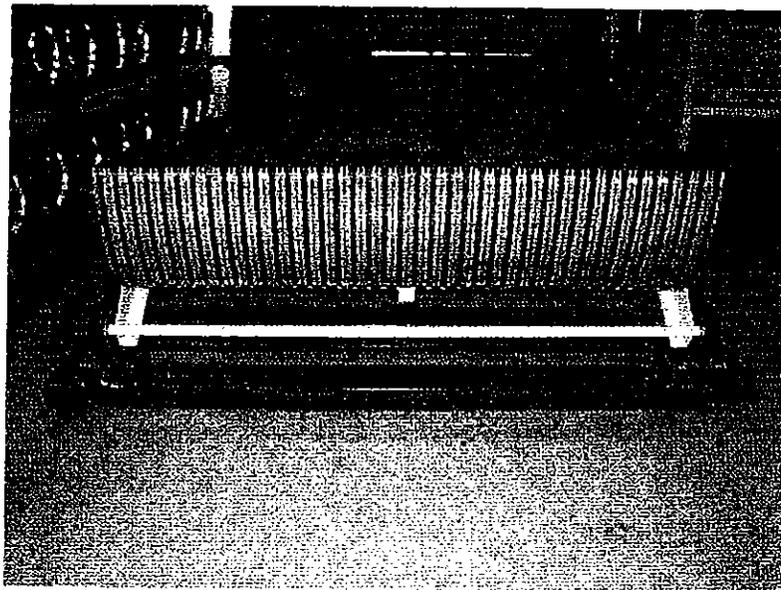


Figure 3: Sample 05-03-C0020-1 after tests

**BMTC Inc.**

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*ASME A17.1-2000 and CSA B44-00 Codes Escalator Step Mechanical Tests  
for ECS Corporation*

*Appendix A  
Report No. 05-03-C0020 Rev. 3*

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## **APPENDIX A**

**Test 6.1.3.9.1 – Escalator Step Load Test**

**Load vs. Displacement Curves**

(3 Pages)

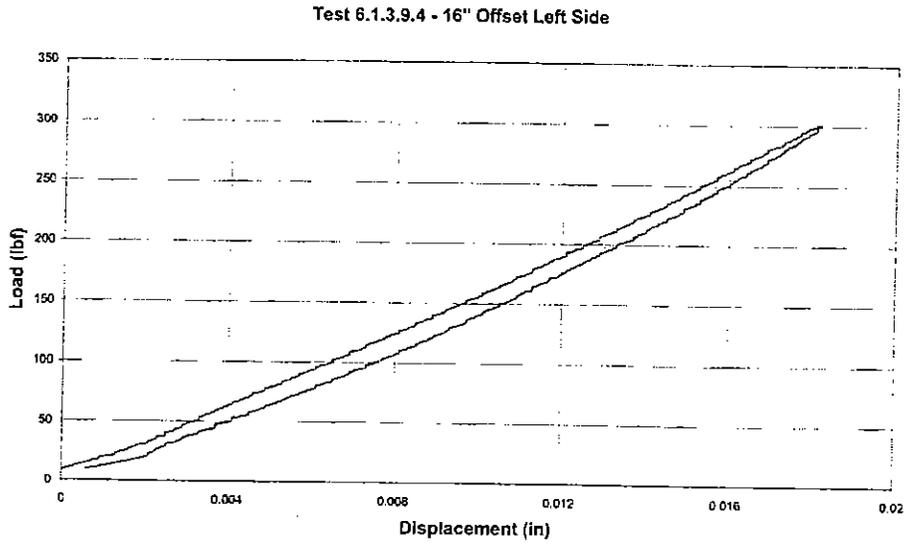


Figure 1A: Load vs. displacement curve - 16" offset left side

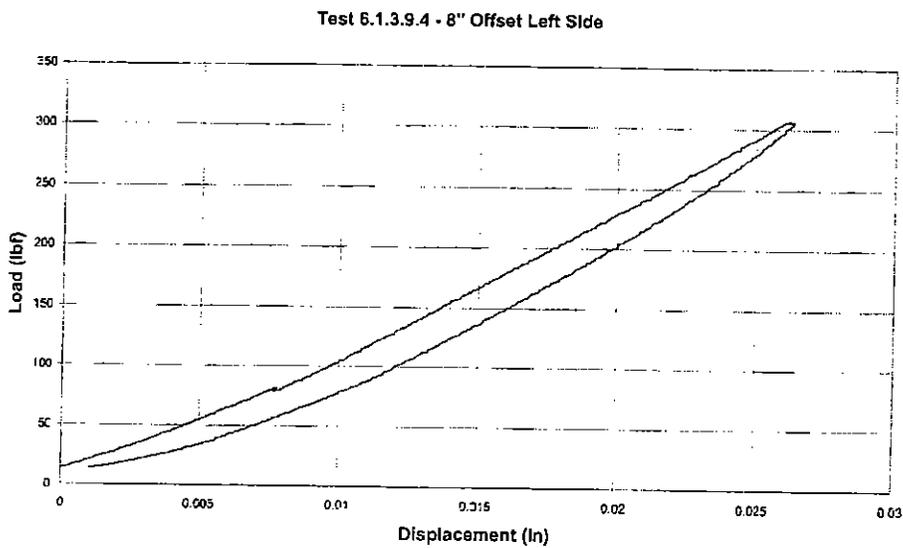


Figure 2A: Load vs. displacement curve - 8" offset left side

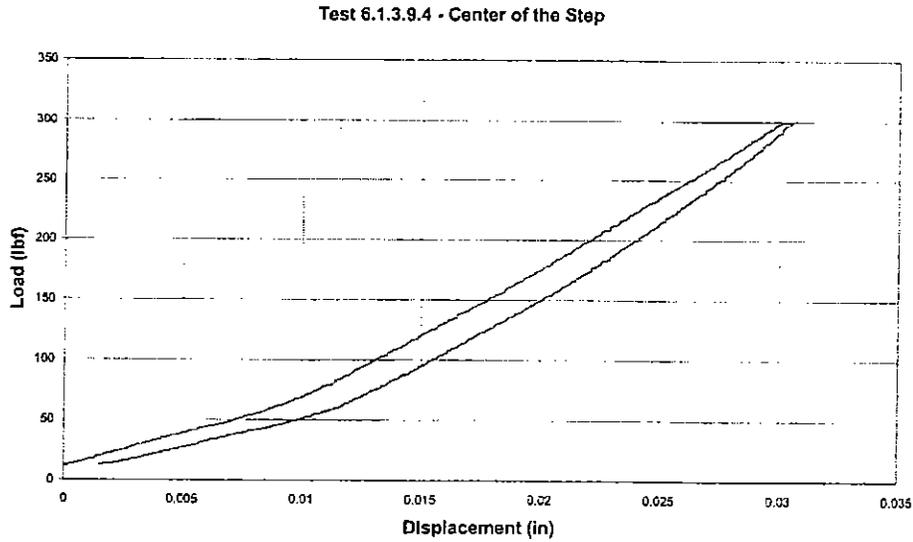


Figure 3A: Load vs. displacement curve – center of the step

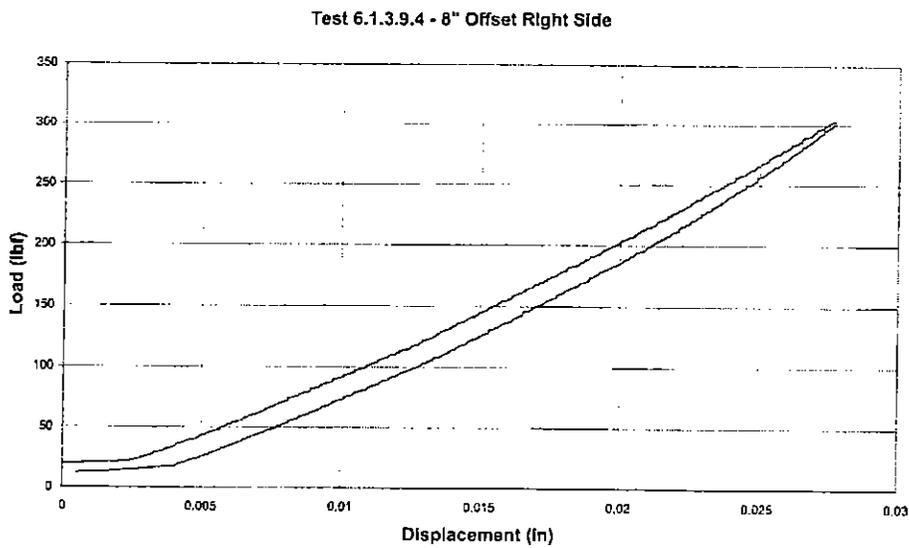


Figure 4A: Load vs. displacement curve – 8" offset right side

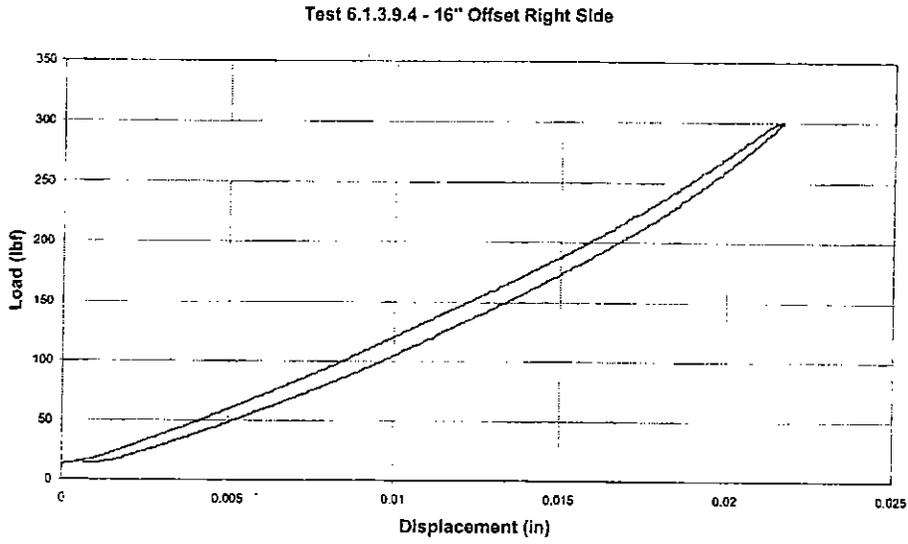


Figure 5A: Load vs. displacement curve – 16" offset right side

**BMTC Inc.**

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*ASME A17.1-2000 and CSA B44-00 Codes Escalator Step Mechanical Tests  
for ECS Corporation*

*Appendix B  
Report No. 05-03-C0020 Rev. 3*

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## **APPENDIX B**

**Test 8.3.11 – Step Fatigue Engineering Test**

**Load vs. Time Curves**

(4 Pages)

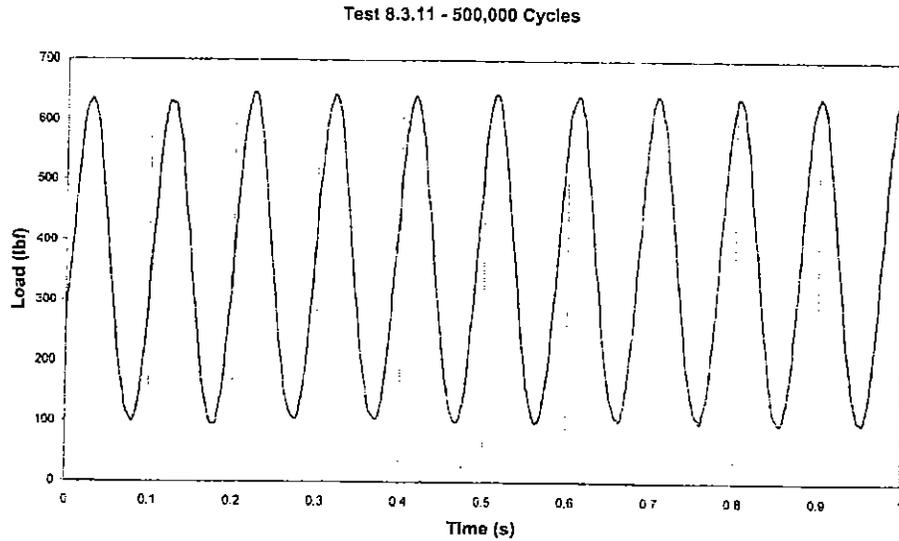


Figure 1B: Load vs. time curve – 500,000 cycles

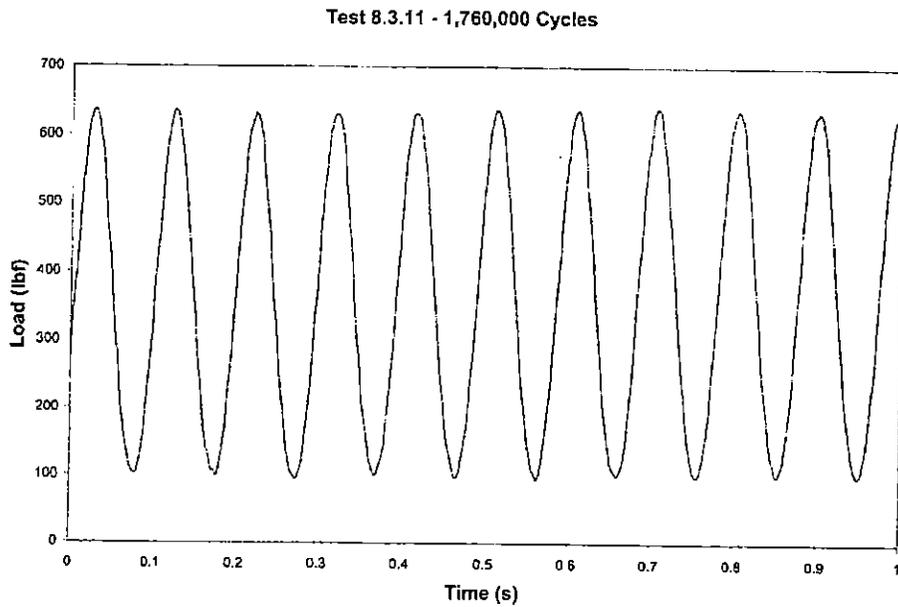
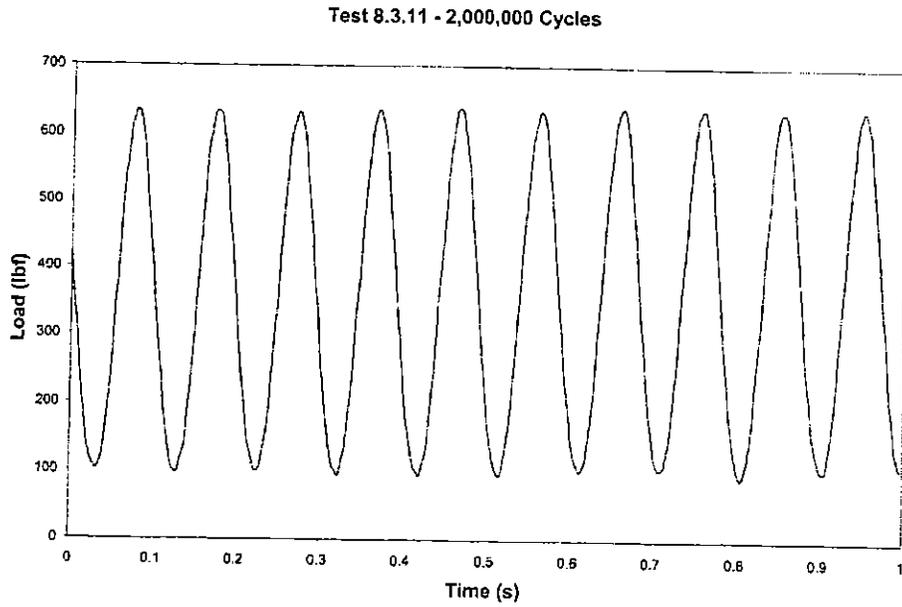
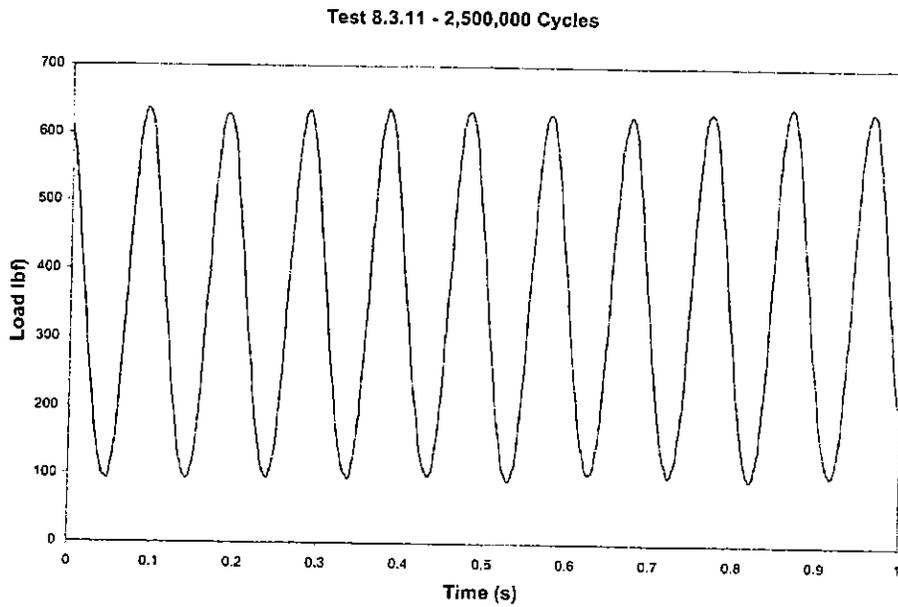


Figure 2B: Load vs. time curve – 1,760,000 cycles



**Figure 3B: Load vs. time curve – 2,000,000 cycles**



**Figure 4B: Load vs. time curve – 2,500,000 cycles**

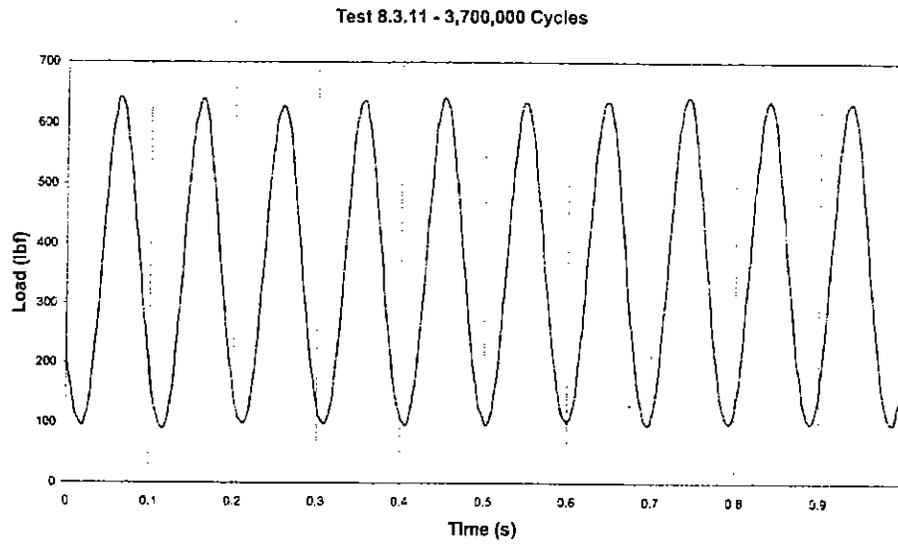


Figure 5B: Load vs. time curve – 3,700,000 cycles

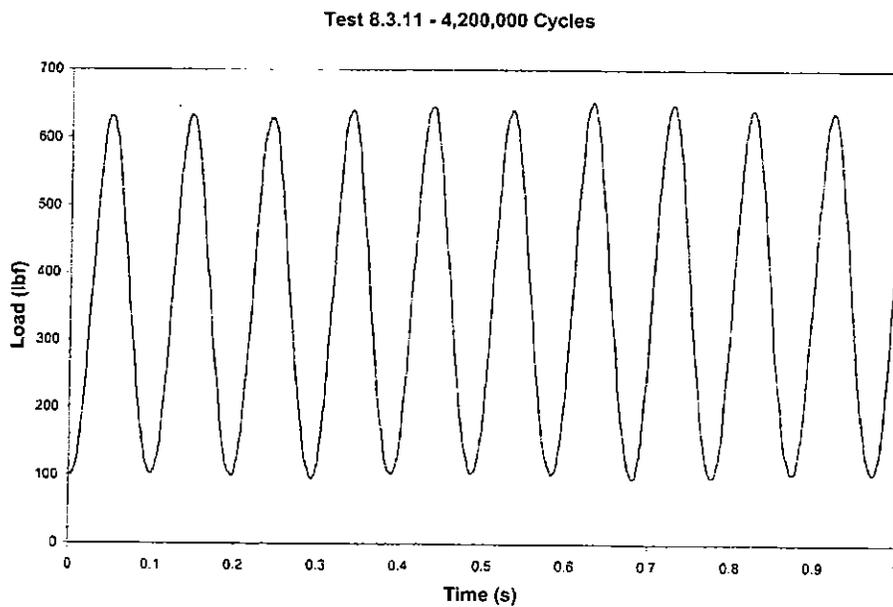


Figure 6B: Load vs. time curve – 4,200,000 cycles

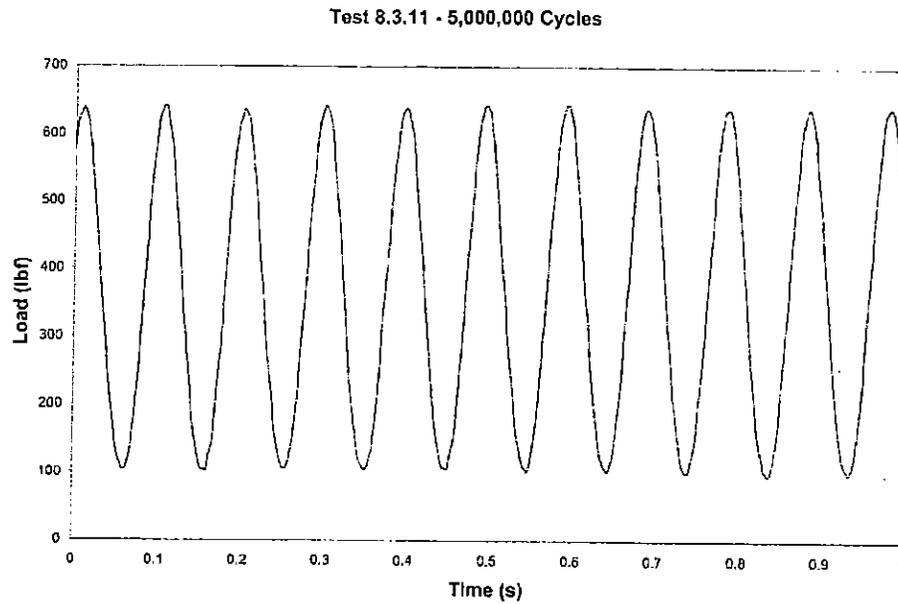


Figure 7B: Load vs. time curve – 5,000,000 cycles

**BMTC Inc.**

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*ASME A17.1-2000 and CSA B44-00 Codes Escalator Step Mechanical Tests  
for ECS Corporation*

*Appendix C  
Report No. 05-03-C0020 Rev. 3*

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## **APPENDIX C**

**Test 6.1.3.10.4 – Step Factor of Safety Load Test**

**Load vs. Displacement Curves**

(2 Pages)

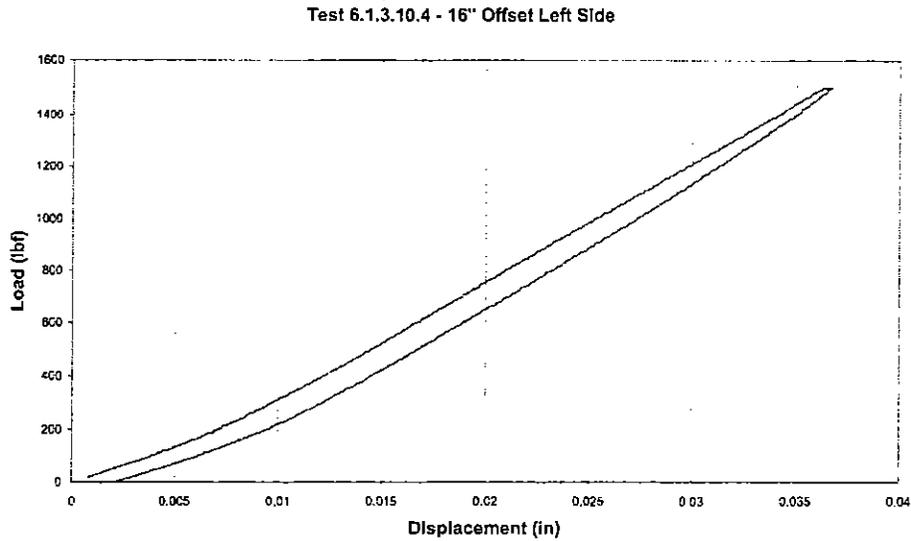


Figure 1C: Load vs. displacement curve – 16" offset left side

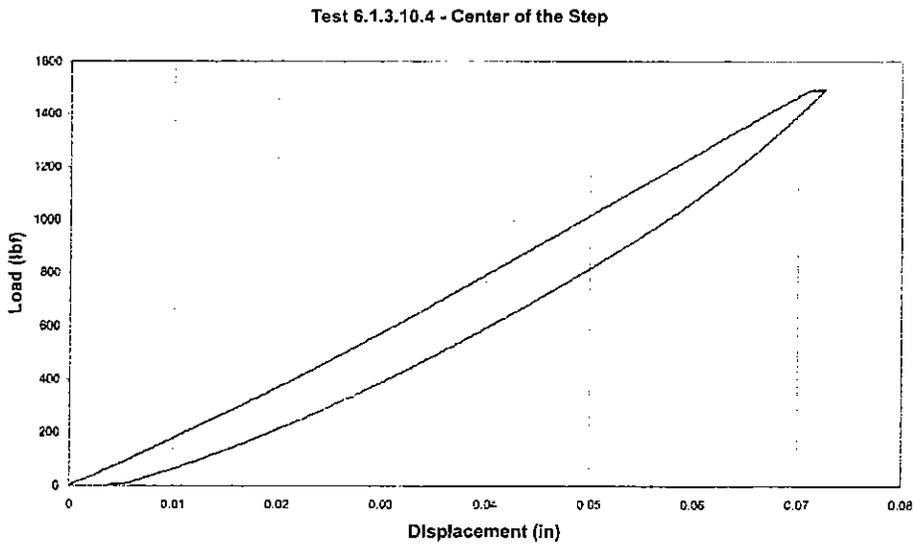


Figure 2C: Load vs. displacement curve – center of the step

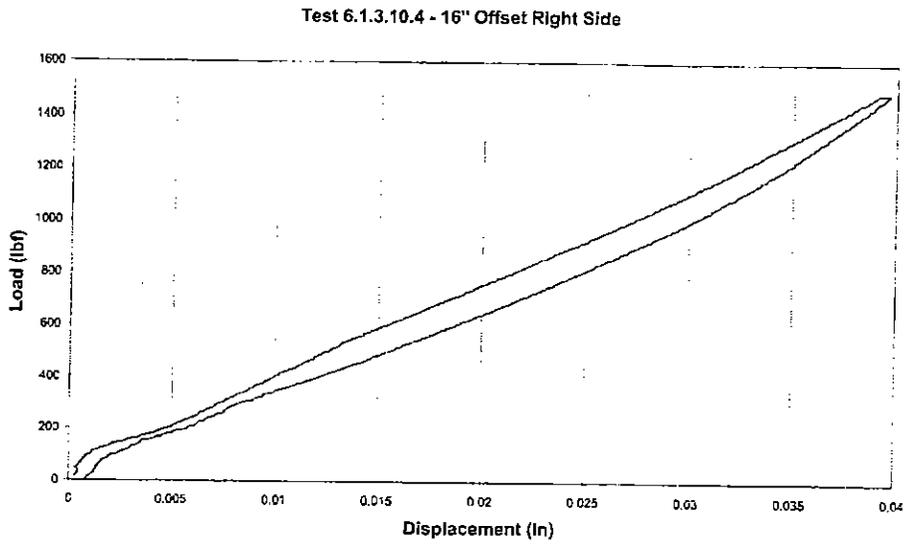


Figure 3C: Load vs. displacement curve – 16" offset right side

# ORIGINAL

## INVITATION TO BID Addendum # 3



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

ADDENDUM DATE: July 29, 2011

ITB Title: Escalator Maintenance and Repair Services, Downtown Seattle  
Transit Tunnel

ITB Number: 1123-11-MZS

Due Date/Time: August 4, 2011- 2:00 p.m.

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

Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9309

This addendum is issued to revise Invitation to Bid (ITB) 1123-11-MZS advertised June 30, 2011 as follows:

1. The bid opening date shall remain the same Thursday, August 4, 2011 at 2:00 p.m.
2. Revise Subsection 2.5 Equal Products as follows by deleting the sixth sentence of the first paragraph:

### 2.5 Equal Products

"Equal Products" may be considered provided they meet the same form, fit, function and quality of the original product(s) specified. The Bidder shall submit, at least ten (10) days prior to bid due date, the brand, model, part number, MSDS, test results and any other documentation that can substantiate that the "Equal Products" are acceptable. An initial determination if the product is acceptable will be complete at least five (5) days prior to bid opening. Any samples shall be provided to King County at no charge. These products shall not void any warranty. ~~The products shall be approved by the original manufacturer for use in their equipment.~~ The Bidder shall be responsible for any direct and consequential damage to equipment caused by their products.

King County retains the sole right to accept or reject "Equal Products" that are bid.

### Question

Section 2.5 Equal Products states "The products should be approved by the original manufacturer for the use in their equipment." Can you advise who from KONE/Montgomery approved ESC Steps and Chain to be installed in our equipment?

### Answer

The County has received a number of questions regarding Subsection 2.5. To address these questions, the County has deleted the sentence requiring products to be approved by the original manufacturer for use in their equipment. The County made the initial determination that the ESC replacement steps and step chains are an acceptable approved equal in addendum no. 2. It is the Bidder's responsibility to ensure all "or equal parts" accepted by the County do not void any original manufacturer warranties or cause any damage to the equipment.

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.

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## Questions and Answers

### Questions

Will the County revise the pricing so that it includes a separate line item for the step and step chain materials and a separate line item for all other portions of the RFP?

### Answer

To clarify, this procurement is an ITB and not a RFP. The pricing schedules will not be revised.

# ORIGINAL

## INVITATION TO BID Addendum # 4



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

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ADDENDUM DATE: August 1, 2011

ITB Title: Escalator Maintenance and Repair Services, Downtown Seattle Transit Tunnel

ITB Number: 1123-11-MZS

Due Date/Time: August 4, 2011- 2:00 p.m.

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

Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9309

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This addendum is issued to revise Invitation to Bid (ITB) 1123-11-MZS advertised June 30, 2011 as follows:

1. The bid opening date shall remain the same Thursday, August 4, 2011 at 2:00 p.m.
2. **Delete** and **Replace** any reference to "ESC" to "ECS" with regards to ECS Corporation or ECS steps or step chains in all solicitation documents.
3. **Delete** "Addendum No. 2" and **Replace** with "**Addendum No. 3**" in the footer of page 2 of Addendum No. 3 issued July 29, 2011.

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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.

# ORIGINAL

## INVITATION TO BID Addendum # 5



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

ADDENDUM DATE: August 2, 2011

ITB Title: Escalator Maintenance and Repair Services, Downtown Seattle  
Transit Tunnel

ITB Number: 1123-11-MZS

Due Date/Time: August 4, 2011- 2:00 p.m.

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

Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9309

This addendum is issued to revise Invitation to Bid (ITB) 1123-11-MZS advertised June 30, 2011 as follows:

1. The bid opening date shall remain the same Thursday, August 4, 2011 at 2:00 p.m.
2. **Revise** Attachment A, Schedule 2, Item 27 as follows:
  27. **ESC-511**
3. **Revise** Attachment A, Schedule 2, Item 28 as follows:
  28. **ESC-512**

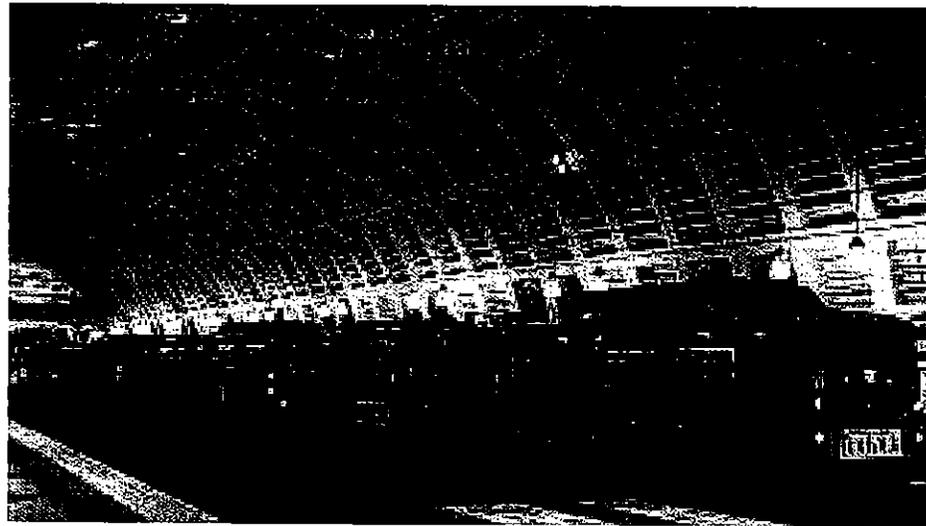
This Invitation to Bid Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.



*ORIGINAL*



# *King County Metro References*

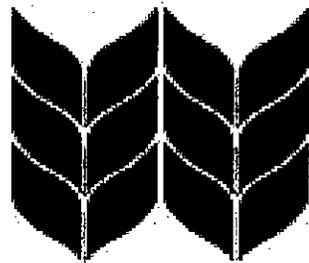


Port  
of Seattle



<p><b>Location:</b></p>	<p>Port of Seattle Seattle Tacoma International Airport Seattle, Washington 98168 Contact: Ryan Pazaruski – 206-787-7590</p>
<p><b>Type of Refurbishment</b></p>	<p>KONE has been the maintenance provider for 40 years. During this time, we have replaced thousands of escalator steps, numerous step chains, bull gears, motors, gear boxes, brakes, high and low speed seals, novatec boards, and many other escalator components. SEATAC Airport has the same vintage and size of escalators as the King County Metro Tunnel. In 2011 KONE completed code upgrades on six escalators in the SEATAC Airport parking garage. Also in 2011, KONE was awarded the modernization/replacement of 42 escalators.</p>
<p><b>Equipment Summary</b></p>	<p>Providing service 1971-present 9 Hydraulic Freight, 22 Hydraulic Passenger 3 Geared Traction Freight, 36 Geared Traction Passenger 79 Montgomery/KONE Escalators</p>

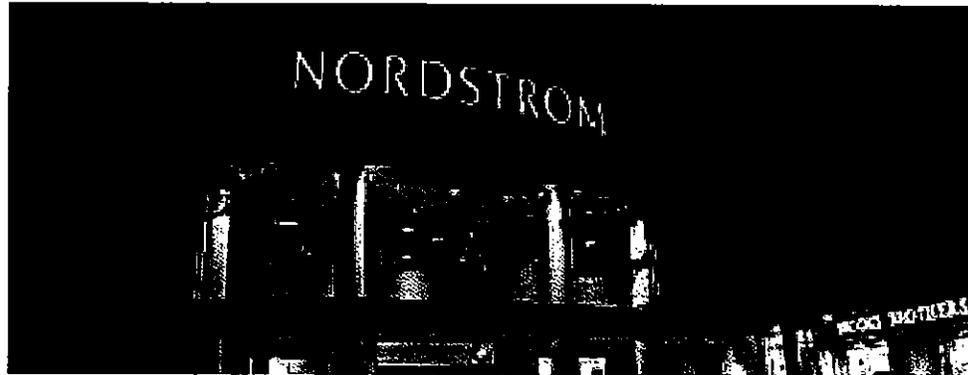
**Proprietary and Confidential Information**



*Washington State  
Convention &  
Trade Center*

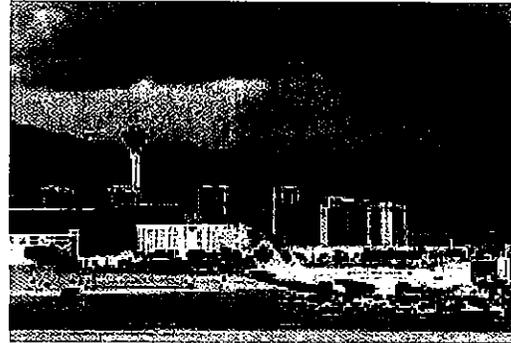
<b>Location:</b>	Washington State Convention & Trade Center 800 Convention Place Seattle, Washington 98101 Contact: Tim Thomas – 206-510-8268
<b>Type of Refurbishment</b>	KONE has been the maintenance/repair provider since 1985 on 15 Montgomery Model HR Escalators. KONE has performed multiple repairs on the escalators which include step replacement, step chain, numerous handrails, high and low speed seals, motor refurbishments, novatec boards, and many other escalator components. In December 2009, KONE completed a major refurbishment of escalator steps and step chains on the Montgomery high-rise escalators.
<b>Equipment Summary</b>	Providing service 1985-present 2 Hydraulic Passenger, 2 Geared Traction Freight, 11 Geared Traction Passenger 15 Montgomery Escalators (1980's vintage)

**Proprietary and Confidential Information**



<b>Location:</b>	Nordstrom Seattle, Washington National Account Contact: Tony Villa – 408-261-5749
<b>Type of Refurbishment</b>	KONE has been the maintenance provider since 1985. KONE has performed numerous escalator repairs identical to the this scope of work specified in this bid. KONE has recently performed step and step chain replacements, high and low speed seals, novatec boards, handrails, brakes, clean downs.
<b>Equipment Summary</b>	Providing service 1985-present 304 conveyances Nationally , 26 conveyance locally (listed below) 2 Hydraulic Freight, 2 Hydraulic Passenger 2 Geared Traction Freight, 4 Geared Traction Passenger 16 Montgomery/KONE Escalators, 24-hour coverage

**Proprietary and Confidential Information**



<p><b>Location:</b></p>	<p>McCarran International Airport  5757 Wayne Newton Blvd., Las Vegas, NV Contact: Bob Kingston – 702-261-5140</p>
<p><b>Type of Refurbishment</b></p>	<p>KONE is the current maintenance/repair provider. We have replaced numerous of escalator steps, step chains, bull gears, motors, gear boxes, brakes, high and low speed seals, novatec boards, and many other escalator components of the same vintage of escalators as the King County Metro Tunnel. In 2008, KONE replaced 21 escalators with our Eco-Mod solution. KONE was the award winner of the 2008 “Elevator World” Project of the Year for escalator systems, modernization for McCarran Airport.</p> <p>In addition KONE has been awarded Elevator World’s Project of the Year Award for Escalator/Modernization 6 of the past 7 years, including the 2011 award.</p>
<p><b>Equipment Summary</b></p>	<p>Original Equipment Installed: 1985 21 Escalators modernized in 2008 Current Service Provider 45 escalators, 26 moving walks, 83 elevators</p>

**Proprietary and Confidential Information**