

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



KingCounty

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

CNK-ES-0340      206-263-9400 Ph  
3<sup>rd</sup> Floor      206-296-7676 Fax  
401 5<sup>th</sup> Avenue      TTY Relay: 771  
SEATTLE, WA 98104      [www.kingcounty.gov](http://www.kingcounty.gov)

**CONTRACTOR:**  
KONECRANES INC  
8735 S 212TH ST

KENT, WA 98031 United States  
Fax: (253) 8723458

**SHIP TO:**

KC DNRP WTD RENTON OPERATIONS  
1200 MONSTER RD SW, RTP-NR-0100  
RENTON, WA 98057

**BILL TO:**

KC DES FBOD ACCOUNTS PAYABLE  
401 5TH AVE, CNK-ES-0320  
SEATTLE, WA 98104

**CONTRACT**

CONTRACT NO. 5708085	REVISION 0	PAGE 1 of 1
CREATION DATE 28-AUG-2014	BUYER JANET HARJO	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
4335	NET30DAYS	Paid	DESTINATION, FREIGHT PAID	Seller Chooses	Telephone: (253) 207-0392

**DESCRIPTION**

**Contract Purchase Agreement**

Furnish crane repair services to King County personnel as requested, during the period September 26, 2014 through September 25, 2019, in accordance with ITB # 1136-14-JDH and responding offer of Konecranes Inc. , both incorporated by reference as if fully set forth herein.

Individual standard purchase orders with unique purchase order numbers referencing this contract purchase agreement will be issued by King County to authorize the purchase and payment of goods and services.

All invoices must reference the individual standard purchase order number to avoid delay in payments.

Authorized Signature

Original



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: JULY 10, 2014**

Invitation to Bid (ITB) Title: Crane Repair Services

ITB Number: 1136-14-JDH

Due Date: July 31, 2014- 2:00 p.m.

Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

Alternate Buyer: Amon Billups, amon.billups@kingcounty.gov, 206-263-9306

Furnish crane repair parts and service as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

**TOTAL BID PRICE: \$ 453890.00 (5 years)**

**THERE WILL BE NO 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 all Addenda 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

**Konecranes**

Address

**8735 S. 212TH ST**

City/State /Postal Code

**KENT WA 98031**

Signature

Print name and title

**Bill Loveless new business development**

Email

**bill.loveless@konecranes.com**

Phone

**253-204-0392**

Fax

**253-872-3458**

SCS/DBE Certification Number

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

## **SECTION 1 Instruction to Bidders**

### **1.1 Introduction**

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

### **1.2 Bid Submittal Procedure**

The **original and one (1) copy** 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**

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

#### **1.8 Questions and Interpretation of the ITB**

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

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

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

#### **1.9 Examination of Bid Documents**

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

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

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

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

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

#### **1.11 Bid Withdrawal After Public Opening**

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

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

#### **1.12 Cost of Bid and Samples**

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

#### **1.13 Collusion**

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

#### **1.14 Bid Effective Date**

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

#### **1.15 Bid Price and Tax**

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

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

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

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

#### **1.16 Protest Procedures**

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

## **SECTION 2 Bid Evaluation and Contract Award**

### **2.1 Evaluation of Bids**

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

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

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

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

### **2.2 Responsive and Responsible**

#### **Responsive**

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

#### **Responsible**

In determining the responsibility of the bidder, the County may consider the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times specified; the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims; compliance with federal, state and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award the Contract.

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

### **2.3 Financial Resources and Auditing**

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

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

## **2.4 King County Contracting Opportunities Program**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.kingcounty.gov/BDCC> or contacting the Program office at 206-263-9734.

## **2.5 Forms Required Before Contract Award**

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

- Equal Benefit Worksheet and Declaration Form
- Internal Revenue Service Form W-9 \*
- **Certificate of Insurance and Endorsement** \* – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

\*If not on file with the County

## **2.6 Rejection of Bids**

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

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

## **2.7 Single Bid Receipt**

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

## **2.8 Public Disclosure of Bids**

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.9 Contract Award**

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

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

## **SECTION 3 Standard Contractual Terms and Conditions**

### **3.1 Administration**

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

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

### **3.2 Contract Amendments**

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in County needs; extend the contract to include optional terms.

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

### **3.3 Invoices and Payment**

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

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

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

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

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

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

### **3.4 Rejection of Goods Or Services**

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

### **3.5 Re-procurement Costs**

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

### **3.6 Termination For Convenience/Default/Non-appropriation**

#### **A. Termination for Convenience**

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

#### **B. Termination for Default**

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

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

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving

a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

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

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

**C. Termination for Non-Appropriation**

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

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

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

**3.7 Force Majeure**

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

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

### **3.8 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

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

### **3.9 Assignment**

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

### **3.10 Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision 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.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

### **3.11 Applicable Law and Forum**

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

### **3.12 Conflicts of Interest and Non-Competitive Practices**

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

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

### **3.13 Disputes, Claims and Appeals**

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

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

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

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

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

All records referenced in this section 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**

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31<sup>st</sup> and January 31<sup>st</sup> for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

### **3.16 Environmentally Preferable Product Procurement 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 18.20).

### **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 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 Contractor 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**

If this Contract is a covered transaction for purposes of 49 CFR Part 29, 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 performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **3.24 Incorporation of Documents**

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

## **SECTION 4 Specific Contractual Terms & Conditions**

### **4.1 Contract Value**

The estimated annual value of this contract is approximately **\$125,000.00**. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4.2 Contract Term**

The term of this Contract will be **five (5) years**, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

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

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

### **4.3 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.

### **4.4 Price Revisions - Discount off Catalog or Price List**

Pricing for parts and equipment ordered under this Contract shall be based on the discount or multiplier identified in the bid and the item's price in the current accepted catalog or price list.

Pricing shall be based on the original catalog or price list until the County has accepted a subsequent catalog or price list. The County may accept a new catalog or price list by using it to determine pricing in future orders. If the County determines the prices contained in new

catalogs or price lists are not fair and reasonable, the County may re-bid or purchase the items through any other means available.

#### **4.5 Shipping Charges**

All prices shall include freight FOB Destination, Prepaid and Allowed. 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 order 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 from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

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

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

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

Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

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

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

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

#### **4.10 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 2 years after the County’s receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies.

The Contractor shall, at the County’s option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County. This subsection does not apply to any merchandise made to order for the County.

#### **4.11 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 shall 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.

#### **4.12 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 Contractor 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.

#### **4.13 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.

#### **4.14 Prohibition on Asbestos-Containing Products**

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State

of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

#### 4.15 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: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 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.**

#### 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:

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>

This project is located in King and/or Snohomish County; therefore, the King and/or Snohomish County wage rates must be used.

The effective prevailing wage date is the same date as the bid due date as referenced in the original bid 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.

## **SECTION 5 Technical Specifications**

### **5.1 Introduction**

The Contractor shall provide on-call repair and maintenance services for County's Wastewater Treatment Division cranes, mobile and stationary, and hoists at locations throughout King and Snohomish Counties per Attachment A – Crane Inventory.

The Wastewater Treatment Division (WTD) will assign an Industrial Planner/Scheduler as the primary point of contact, who will provide project scopes of work and coordinate access and scheduling.

### **5.2 Scope of Work**

- A. Contractor shall provide repair and maintenance services on a time and materials basis.
- B. Services provided will have no precise schedule and will vary from year to year. Services may include items such as: load testing, lubrication, routine maintenance and replacement of load markings, chains, wire ropes, hooks, bearings, brakes, limit switches, sprockets, gears, gear boxes, resistors, wheels, shafts, bumpers, guard, warning devices, controls, pendants, rails and drums, re-spooling services and radio controlled operating systems.
- C. Contractor shall mobilize and be on site within four (4) hours of initial call, which may be required at any time, including evenings, weekends and holidays.

#### **D. Repair Services**

Contractor shall bill the hourly rate for Repair Services submitted in Section 6.6 Pricing, Item 1, plus the cost of materials, which shall be billed as Manufacturer's List Price or Contractor's Price List less the percent (%) provided by Contractor in Section 6.6 Pricing, Item 3.

Services billed under Repair Services shall be provided during King County's standard hours of operation, 8:00 am to 5:00 pm, Monday through Friday, not including King County-designated holidays.

#### **E. After Hours Repair Services**

For services provided outside King County's standard business hours, Contractor shall bill the hourly rate for After-Hours Repair Services submitted in Section 6.6 Pricing, Item 2, plus the cost of materials, which shall be billed as Manufacturer's List Price or Contractor's Price List less the percent (%) provided by Contractor in Section 6.6 Pricing, Item 3.

#### **F. Travel Time**

All-inclusive travel time to and from each location shall be billed at Repair Services or After Hours Repair Services hourly rates, with up to one and one half (1-1/2) hours allowed per trip for Snohomish County, Carnation and Black Diamond addresses and four hours or as approved by King County for Vashon Island. All other locations are billed as one hour per trip. Refer to Attachment A – Crane Inventory for location of equipment.

- G. Contractor is advised to refer to Section 4.16 Prevailing Wage when establishing Repair Services rates for standard operations hours and for after hours.

H. Parts - Manufacturer's Catalog List Price or Contractor's Price List

Contractor shall provide name(s) and date(s) of Manufacturer's parts catalogs or Contractor's price list with bid submittal in Section 6.5 and provide catalogs/price lists to County upon request. Percents listed as Section 6.6 Pricing Items, 3-7 shall indicate prices for parts under this contract. Refer also to Section 4.4 Price Revisions – Discount off Catalog or Price List.

**5.3 Continuity of Work**

Once the scheduled work has commenced, it shall continue in an undisrupted manner during scheduled working hours until completion.

**5.4 Acceptance of Work**

The Contractor shall notify the designated County Industrial Planner/Scheduler of completed work performed for each location. If upon inspection, the County determines that all work has been completed in accordance with the terms of this Contract; the County shall accept work by submitting a written letter or email notification to the Contractor which shall be effective the date of this communication.

**5.5 Contractor's Responsibilities - County Facilities**

A. Contractor to make sites available for County personnel

The County's operating personnel will be responsible for operating the County's facilities throughout the performance of this Contract. Equipment presently installed in County facilities shall be available to plant personnel at all times for use, maintenance and repair. If it is necessary, in the course of operating the facility, for the Contractor to move its equipment and materials or any material included in the work, the Contractor shall do so promptly and place such equipment or material in an area that does not interfere with the facility operation. The Contractor shall not adjust or operate serviceable or functioning equipment or systems except as specifically required by this Contract. The contact between the County's operational personnel and the Contractor shall be through the County Industrial Planner/Scheduler.

B. Continuity of Operations

The existing facilities are considered essential services and will remain in operation throughout the performance of this Contract, except as otherwise specified. The Contractor shall schedule and conduct its work to avoid shutdowns and interference with normal facility operations and maintenance. Where disruption of service is unavoidable, time restrictions may be imposed by the County. The integrity of existing facility utilities shall be maintained at all times.

C. Contractor's Parking and Staging Areas

The Contractor's parking and staging areas shall be restricted to areas designated by the County Planner/Scheduler.

D. Telephone Contact

During the prosecution of work, the Contractor shall make daily (Monday through Friday) telephone contact with County Industrial Planner/Scheduler to provide status update. The

Contractor shall have a cellular telephone and digital pager on the job site at all times, allowing the County Planner/Scheduler to maintain contact during all working hours. Daily contact is expected even if no work will be done that day, unless prior arrangements have been made with the County Industrial Planner/Scheduler. The Contractor shall pay all telephone and pager costs.

E. Tools and Equipment

The Contractor shall supply all necessary tools and equipment for accomplishing the work. Unless otherwise indicated, no plant tools or equipment shall be provided by the County for the Contractor's use.

F. 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.

G. Damage to Existing Property

It is assumed that County's existing facilities outside the scope of this Contract are in good repair. Damage or defects noticed by the Contractor shall be reported to the County Planner/Scheduler immediately and prior to the start of work.

The Contractor shall protect all existing structures and property from damage and provide bracing, shoring, or other work necessary for such protection.

The Contractor shall be held responsible for any damage to existing structures, work, materials or equipment because of its operations, and repair or replace any damaged structures, work, materials or equipment to the satisfaction of, and at no additional cost to the County.

Additionally, the Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property that may be caused by transporting equipment, materials, or workers to or from the work site. The Contractor shall make satisfactory and acceptable arrangements with the County Planner/Scheduler regarding any damaged property.

H. Site Maintenance

The Contractor shall keep the work site clean and free from rubbish and debris. All materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before acceptance of the work, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the present condition of the site.

I. Noise Control

The Contractor shall minimize the scheduling of any work involving noisy operations to the daily schedule identified by the County Planner/Scheduler.

The Contractor shall comply with all local controls and noise level rules, regulations and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

Noise levels of trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions. For all other equipment, noise levels shall not exceed 85 dBA. Any equipment that cannot meet these levels shall be quieted by use of improved exhaust mufflers or other means.

## 5.6 Health and Safety

### A. Summary

This section specifies procedures for complying with applicable laws and regulations related to worker safety and health. It is not the intent of the County to develop, manage, direct, and/or administer the safety and health programs of contractors or in any way assume the responsibility for the safety and health of their employees. It is required that all Contractors adhere to applicable federal, state and local safety and health standards.

This Section describes the requirements for submittal of the Contractor's Site Specific Health and Safety Plan (HASP).

1. Contractors and subcontractors shall be solely responsible for identifying and determining all safety codes, standards, and regulations which are applicable to the work.
2. Contractor and subcontractors are encouraged to use the consulting services of the State of Washington's Department of Labor and Industries (WISHA). The Seattle Field Office is located at:  
  
315 5th Ave. South  
Seattle, WA 98119,  
206-515-2800  
<http://www.lni.wa.gov/safety/>
3. Implement the Accident Prevention Program (APP) accepted at the conclusion of the bid evaluation.
4. The Health and Safety Plan (HASP) submittal shall be accepted and implemented per Section 6-32E requirements prior to the start of site work.
5. All work required in the Contract shall meet the requirements in RCW 49.17 and 29 CFR 1926 and be considered in the bid amount per RCW 39.04.180.

### B. Reference Standards

Comply with and implement current applicable Federal, State and local health and safety standards including, but not limited to, the following.

<u>Reference</u>	<u>Title</u>
29 USC 651 et seq.....	Federal Occupational Safety and Health Act
29 CFR 1910.146.....	Permit Required Confined Spaces

29 CFR 1910.147.....	Control of Hazardous Energy (lockout/tagout)
29 CFR 1926.....	Safety and Health Regulations for Construction
Chapter 296-24 WAC.....	WISHA General Safety and Health Standards
Chapter 296-37 WAC.....	WISHA Safety Standards for Commercial Diving
Chapter 296-45 WAC.....	WISHA Electrical Workers Safety Rules
Chapter 296-62 WAC.....	WISHA General Occupational Health Standards
Chapter 296-65 WAC.....	WISHA Asbestos Removal & Encapsulation
Chapter 296-67 WAC.....	WISHA Process Safety Management Standards
Chapter 296-155 WAC.....	WISHA Construction Safety
Chapter 296-800 WAC.....	WISHA Safety and Health Core Rules
Chapter 296-824 WAC.....	WISHA Emergency Response
NFPA820.....	Fire Protection in Wastewater Treatment and Collection Facilities
RCW 49.17.....	Washington Industrial Safety and Health Act (WISHA)
RCW 39.04.180.....	Trench Safety Systems, Safety Systems Required
WAC296-800-110.....	Employer responsibilities: Safe workplace Summary

**C. Submittals**

**1. APP (Accident Prevention Plan)**

After original submittal receives a disposition allowing implementation, submit three (3) copies within five (5) days of the effective date of the NTP.

**2. HASP (Project Specific/Site Specific Health and Safety Plan)**

Submit Contractor HASP for all Contract work for review and disposition before beginning work on any King County site.

**3. Incident Report(s): Provide four (4) copies.**

**D. Quality Assurance**

Review the entire scope of work, the work site location, adjacent structures and systems, and applicable Contract requirements to ensure, by personal review and examination, and by such other means as appropriate, the safety considerations and requirements that shall be addressed and planned prior to the start of work.

**1. Ensure that Contractor's employees and the subcontractor's employees comply with the APP and HASP.**

2. Ensure that safe work principles and practices are followed in completing work tasks.
3. Comprehensive HASP covers all aspects of the Contractor's work activities related specifically and distinctly to the work and site conditions. The HASP shall be based on a site specific hazard analysis and shall explain how the APP elements and any Contract specific safety procedures shall be applied to the identified hazards in the work.
4. HASP organization: Organized and bound to readily accept revisions and additions.
  - a. Outline form
  - b. Table of contents
  - c. Numbered pages
5. This section describes certain minimum precautions for consideration in developing an APP and HASP. Include in the HASP all of the items below which may apply to the work. There may be other items not noted below which the Contractor shall address in the HASP. Items below which are not needed, note in the HASP as not applicable.
  - a. Hazard Communication (WAC 296-62 Part C)

Contaminant gases that may be encountered include but are not limited to hydrogen sulfide, methane, carbon monoxide, carbon dioxide and sulfur dioxide.

Provide a written Hazard Communication Program and emergency management plan addressing these and other potential hazardous substances that may exist and/or be brought on site during the work.

For work requiring the use of hazardous materials and chemicals, provide a list and corresponding Material Safety Data Sheets (MSDS) for hazardous chemicals to be used on site. If no hazardous chemicals are to be used, provide statement to that effect.
  - b. Confined Space (296-809 WAC)

The nature of the work may expose workers to permit-required confined spaces having possible explosive, toxic and oxygen deficient atmospheric conditions

Prior to execution of work in confined spaces, provide a written Permit Required Confined Space Safety Program that meets the requirements of 29 CFR 1910.146 and WAC 296-62 Part M.
  - c. Hazardous Energy Control: Lockout/Tagout (296-803 WAC)

The nature of the work may expose workers to hazardous energy sources that include, but are not limited to, electrical, mechanical, pneumatic, hydraulic, thermal, and computerized systems.

Provide a written plan outlining safe work practices addressing hazardous energy control procedures that meet the requirements of 29 CFR 1910.147 and 296-803 WAC.

- d. Fall Prevention and Protection (WAC 296-24 Part J-1 and WAC 296-155 Part C-1)

The nature of the work may expose workers to fall hazards.

Provide a written Fall Prevention and Protection plan outlining safe work practices addressing fall hazards that meet the requirements of WAC 296-24 Part J-1 and WAC 296-155 Part C-1.

- e. Personal Protective Equipment (WAC 296-24 Part A-2)

The nature of the work may expose workers to miscellaneous injury hazards to the head, hands, feet, body, eyes, ears, etc.

Provide a written Personal Protective Equipment plan outlining safe work practices addressing the use of personal protective equipment and clothing that meet the requirements of WAC 296-24 Part A-2.

- f. Underground Construction (WAC 296-155 Part Q)

Provide a written program detailing how employees and County staff on the site will be protected from the all applicable dangers of underground construction.

- g. Biological Agents (WAC 296-62 Part J)

Wastewater systems carry a wide spectrum of disease-producing organisms.

Provide a written hazard communication and biological/bloodborne pathogen program detailing the preventive measures to be taken to provide an appropriate work environment for all site employees as well as County staff on site. These may include, but are not limited to, the following:

- o Instruction in appropriate measures to avoid contamination.
- o A preventative inoculation program (tetanus/diphtheria, etc.) available to all employees.

Personal protective equipment and clothing to protect against infection, including rubber boots with full sole and heel steel insert-liners, safety glasses or goggles, and gloves.

Facilities for workers to clean up, wash and maintain good personal hygiene practices.

- h. Process Safety Management (Chapter 296-67 WAC)

The County uses chlorine (as a disinfectant), and propane, and generates digester gas (methane) at the wastewater treatment plants. Chlorine in small concentrations can cause irritation or burning of skin, coughing, pulmonary

edema, and inflammation of the respiratory tract; in greater concentrations, it can cause cardiac complications.

At a minimum, provide a written Hazard Communication Program detailing the preventive measures to be taken to provide an appropriate work environment for its employees as well as County staff on site. Where Contractor's work involves modifications to the chlorine, propane, and/or digester gas systems, provide a detailed Management of Change (WAC 296-67-045).

i. Fire Protection- Hot Work and Hot Work Permits (HWP)

A HWP is utilized in all WTD facilities and construction sites where the potential for the ignition of explosive gases, liquids and/or flammable/ combustible materials or oxygen enriched atmospheres may potentially exist.

Identify any type of work that produces a possible source of ignition in the presence of a fuel and oxygen (Fire Triangle) such as sparks, static electricity, welding, torch cutting, flame heating, brazing, grinding, sanding, and drilling. These activities are considered extremely dangerous in areas where the potential for a Lower Explosive Limit (LEL) above 10% or oxygen enriched atmosphere above 23% could be encountered.

A HWP is required for areas that are classified per the WAC and NFPA 820, as applicable.

- Permit-Required Confined Spaces
- Process Safety Management system areas
- Class 1 Division 1/Division 2 hazardous locations
- All other areas where the hot work would be in close proximity to combustibles or flammables

Contractor HWP: for all sites under Contractor control. Annotate how Contractor HWP is established and employ a system for issuing HWPs and monitoring their use.

HWPs are valid only for the parties performing the work, the work shift during which the work is conducted, and only for the conditions observed and evaluated when the permit is issued.

j. Suspect Material

Promptly suspend work and notify the Project Representative of unusual conditions, including oily soil found on work site. Work shall remain suspended until authorized in writing by the Project Representative to resume.

k. Commercial Diving Operations (Chapter 296-37 WAC)

Due to the hazards associated with commercial diving operations conducted within wastewater collection, conveyance and treatment facility systems,

specific safety protocols and procedures are required to ensure worker and diver safety.

Provide a comprehensive Safe Practices Manual for Diving Operations which complies with Chapter 296-37 WAC.

I. Undeterminable Injuries

Certain types of incidents may result in injuries to an employee that are not immediately apparent, but which could impair the employee's ability to perform work safely. Describe your procedure for determining if an employee with an undeterminable injury may safely work on the work site.

m. Flammable Liquids and Liquefied Petroleum Gases (LPG)

No propane, propylene, butane, isobutane, and butylenes shall be stored inside buildings.

When materials listed in The Hazard Communication Program (Paragraph E.3) are to be used on the work site, submit listing of the materials and notice prior to arrival on the work site (C. 7 Submittals).

E. Safety and Health Compliance

The County Planner/Scheduler reserves the right to audit the Contractor's APP and implementation of HASP. The Planner/Scheduler reserves the right to stop that portion of the Contractor's work that is determined to be an imminent or immediate threat to worker health or safety. Ongoing work and hazardous situations that are considered a safety or health risk by the County Planner/Scheduler shall be corrected immediately.

1. Ensure that necessary air monitoring, ventilation equipment, protective clothing, hazardous energy control devices, fall prevention and other specified supplies and equipment are made readily available to employees to facilitate implementation of the APP and the HASP.
2. All posted Offsite Facility Entry protocols shall be followed. Enter all pump stations and regulator stations in teams of two (2) or more. With written approval of the Planner/Scheduler, Contractor employees may enter alone only for short-term walk through inspections that do not involve working on ladders, with electrical equipment, or entering confined spaces. Any work beyond short term work which involves Contractor employees working alone requires written approval of the Planner/Scheduler.
3. Notify the County Planner/Scheduler immediately of all incidents involving personal injury and/or property damage. Provide a written report known as the Incident Report within twenty four (24) hours of any incident. Report for each incident occurrence shall include:
  - a. Description of event
  - b. Names of personnel involved
  - c. Description of injuries and treatment required (short term and long term)
  - d. Description of property damage

- e. Site visits and inspections of other agencies as a result of an incident. Include names of the persons, purpose of the visit, and any other pertinent information
- 4. Conduct a pre-job safety meeting with Contractor staff and with all subcontractor staff. Submit list of attendees and minutes of pre-job safety meeting.
- 5. Conduct all weekly safety tailgate meetings. Submit list of attendees and minutes of weekly safety tailgate meetings.
- 6. Submit a Monthly Contract Injury Report on Form 6-31-A. Provide a Monthly Contractor Injury Report consisting of a summary of the current month's injury accidents.
- 7. Use of intoxicants, illegal, or debilitating drugs while working on a County contract is prohibited.
- 8. Failure to comply with safety and health regulations will result in work suspension until adequate safety and health measures are implemented.

**F. Site Specific Health and Safety Plan Revisions**

In the event that the County Planner/Scheduler, regulatory agencies, or jurisdictions determine that the HASP or associated documents, or organizational structure to be inadequate to protect employees and the public, the Contractor shall:

- 1. Modify the APP and HASP to meet the requirements of said regulatory agencies, jurisdictions, and/or the County Project Representative.
- 2. Provide submittal for revisions to the APP and HASP within seven (7) days of the notice of requirement for modification.

The revision shall be approved by the County Project Representative prior to changing work practices.

**G. Posting**

Provide and maintain a copy of the accepted APP and the HASP at all Contractor or subcontractor's job site office.

**H. Compliance**

Failure to comply with this Subsection will result in work suspension until adequate safety and health measures are implemented.

**5.7 Contractor Requirements**

Services shall be performed in strict adherence to the most recent versions of the following code and regulatory requirements.

- A. OSHA Standard 11910.179.1926.550
- B. WISHA
- C. WAC296-24-235 (WISHA),
- D. ANSI
- E. National Electric Code 070,
- F. American Society of Mechanical Engineers, B30.2, B30.10, B30.16, B30.17 (ASME)

G. Crane Manufacturer's Association of America 70 and 74 (CMAA)

H. Manufacturer's recommendations

## **5.8 Contractor Qualifications**

### **WISHA Certificate**

It is a requirement of this contract that the Contractor shall have valid WISHA accreditation for Shore-Based Equipment and material handling devices. Bidders shall submit copies of their firm's WISHA certificate with their bid. **Refer to Section 6.7**

**SECTION 6 Bid Response**

**6.1 Rules of Price Evaluation**

Bids meeting all requirements of this ITB will be evaluated on price. Bids which state pricing will be determined at the time goods and services are delivered will not be accepted.

**6.2 Delivery**

Services are required as soon as possible. Technician shall be on site not later than four (4) hours after notification.

Parts, supplies and equipment provided under this contract shall be delivered FOB Destination, Prepaid and Allowed. If King County requires overnight or 2-day air freight for parts and approves expedited freight, Contractor may bill County for the additional air freight and shall include copy of freight bill with invoice for services.

**6.3 Bidder's Contact Information**

A. Primary Location

Physical Address: 8735 212TH ST KENT WA 98031

Mailing Address: SAME

Name of Contact Person: JEFF SCHWEIZER

Email: jeff.schweizer@konecranes.com

Telephone No. (Local/Toll Free): 253-872-9696

Fax No. (Local/Toll Free): 253-872-3458

UBI No.: 601-680-448

Washington State Contractor's License : KONECI\*994KH

State hours and days of operation:

Hours: 7 a.m. to 5 p.m. Days: MON to FRI (SVC 24/7 )

**6.4 Remit Address (where payment will be mailed):**

KONECRANES INC.

PO BOX 641807

PITTSBURGH PA 15264-1807

800-333-1699

**6.5 Stocking/Warehouse Facility Locations**

The Contractor shall attach a separate list of the location(s) for all facilities including the address, contact name(s), email(s), telephone number(s), and fax number(s), for each facility.

**6.6 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:

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

**Prompt pay discount offered** \_\_\_\_\_ % - \_\_\_\_\_ Days, Net \_\_\_\_\_ Days

**6.7 WISHA Certificate**

Provide a copy of Contractor’s current WISHA certification with your bid submittal. Refer to Section 5.8.

**6.8 Parts Catalog Names and Dates.** Refer to Section 5.2 Item H

Provide Manufacturers’ catalog titles and dates; provide additional catalog information on a separate piece of paper, if needed.

Manufacturer	Catalog Date
WASHINGTON CRANE	2013
BUDGET HOIST	2013
YALE HOIST	2013
R & M HOIST	2014

**6.9 Pricing**

Enter bid prices on Attachment B – Pricing Schedule.

- A. For Line Items 1 and 2, provide Unit Price hourly rate for Repair Services and After Hour Repair Services, multiply the Unit Price by the Estimated Annual Quantity to calculate the Extended Price. Spreadsheet will auto-populate the Extended Price.
- B. For Line Items 3 through 7, provide the Percent Discount to be used with Manufacturers’ Catalog List Prices or Contractor’s Price List (Refer to Section 5.2, item H and Section 6.8). Subtract the discount from the Estimated Annual Quantity dollar value to calculate the Extended Price. Spreadsheet will auto-populate the Extended Price.
  - 1. Example #1 - Discount off Manufacturer’s Catalog List Price  
For Washington Crane parts, Bidder offers 10% discount off the Manufacturer’s Catalog List Prices.

Enter ‘-10’ in the Percent Discount field, Extended Price is calculated:

$\$15,000 - (\$15,000 * .10) = \text{Extended Price of } \$13,500.$

Example #1 - Calculation during contract period

County requires a replacement item listed in the Washington Crane Catalog for \$1000.00 and 10% discount is applied to arrive at billing amount. Calculation:

$\$1000 - (1000 * .10) = \$900.00.$

2. Example #2 - Manufacturer's Price Plus Percent

For Washington Crane parts, Bidder offers pricing at Manufacturer's Catalog List Prices plus 5%.

Enter '5' in the 'Percent Discount' column, Extended Price auto-populates in spreadsheet, and is manually calculated:

$\$15,000 * 1.05 = \$15,750.00$  Extended Price

Example # 2 - Calculation during contract period

County requires a replacement item listed in the Washington Crane Catalog for \$1000 and a 5% multiplier applies to arrive at billing amount. Calculation:

$\$1000 * 1.05 = \$1050.00$

- C. Sum the Extended Price column, record the Total and multiply by 5 to arrive at the 5 Year Total. Place the 5 Year Total on Bid Cover sheet.

## 6.10 References

List the names and addresses of at least six (6) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References shall be submitted with bid.**

Company Name: UTC Aerospace  
Company Address: 2615 94TH ST SW EVERETT WA 98204  
Company Phone: 425-923-1810  
Contact Person: Josh Wilder  
Dates: 01/200 - Present  
Brief Description: inspect, maint. , repair cranes  
Dollar Value of  
Contract: 28260.00

Company Name: Cosmopolis Specialty Fibers  
Company Address: 1701 First St. Cosmoplolis WA. 98537  
Company Phone: 360-500-4691  
Contact Person: jEFFREY hANOFF  
Dates: 11/ 2010 - PRESENT  
Brief Description: inspect, maint. , repair cranes  
Dollar Value of  
Contract: 24252.00

Company Name: Puget Sound Energy  
Company Address: multiple locations  
Company Phone: 425-456-2450  
Contact Person: Robert Kuchinski  
Dates: 6/2003 - present  
Brief Description: inspect , maint. , repair cranes  
Dollar Value of  
Contract: 10130.00

Company Name: Seattle City Light  
Company Address: 700 5TH AVE. SEATTLE WA 98203  
Company Phone: 206-233-7158  
Contact Person: PRESLEY PALMER  
Dates: 8/2004 - PRESENT  
Brief Description: inspect. maint. , repair cranes  
Dollar Value of  
Contract: 40000.00

Company Name: WILLIAMS PIPELINE  
Company Address: multiple locations  
Company Phone: 713-215-2457  
Contact Person: Carrie Rogers  
Dates: 9/2009 - present  
Brief Description: inspect. , maint., repair cranes  
Dollar Value of  
Contract: 12738.00

Company Name: Phillips 66  
Company Address: 3901 UNICK RD FERNDALE WA 98248  
Company Phone: 360-384-8312  
Contact Person: Jack Shearouse  
Dates: 11/2003 - present  
Brief Description: inspect., maint., repair cranes  
Dollar Value of  
Contract: 9000.00

1136-14-JDH - Addendum #2 - Attachment B Pricing Schedule

Item #	Estimated Annual Quantity	Unit of Measure	Description - Labor	Unit Price
1	120	Hour	Repair Services Refer to Section 5.2 Item D. This rate is used for repair services during King County standard hours and also for travel time associated with services completed during KC standard hours.	\$197.00
2	20	Hour	After Hours Repair Services Refer to Section 5.2 Item E. This rate is used for repair services provided outside King County standard hours and also for after-hours travel time.	\$278.00
Item #	Estimated Annual Quantity	Unit of Measure	Description - Manufacturer's Parts	Percent (%) Discount off/Markup to Manufacturer's Catalog
3	\$15,000.00	Dollars	Washington Crane Indicate percent (%) plus or minus that applies to Manufacture's List Price. Refer to Section 5.2 Item H.	+ - 0%
4	\$5,000.00	Dollars	Budgit Indicate percent (%) plus or minus that applies to Manufacture's List Price. Refer to Section 5.2 Item H.	+ 5%
5	\$0.00			
6	\$15,000.00	Dollars	Yale Indicate percent (%) plus or minus that applies to Manufacture's List Price. Refer to Section 5.2 Item H.	+ 5%
7	\$15,000.00	Dollars	R & M Handling Indicate percent (%) plus or minus that applies to Manufacture's List Price. Refer to Section 5.2 Item H.	+ - 0%
8	\$10,000.00	Dollars	Wright Indicate percent (%) plus or minus that applies to Manufacture's List Price. Refer to Section 5.2 Item H.	+ 5%

**Total**

**5 Year Total  
(Place on bid cover  
sheet)**

Extended Price
\$ -
\$ -
Extended Price
\$ 15,000.00
\$ 5,000.00
\$ 15,000.00
\$ 15,000.00
\$ 10,000.00

\$	60,000.00
\$	300,000.00

# Invitation to Bid Addendum #1



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

**ADDENDUM DATE: JULY 18, 2014**

Title: Crane Repair Services

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ITB Number: 1136-14-JDH

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Revised Due Date: **August 12, 2014 - 2:00 p.m.**

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Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

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Alternate Buyer: Amon Billups, amon.billups@kingcounty.gov, 206-263-9306

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This addendum is issued to revise ITB 1136-14-JDH, advertised July 10, 2014, as follows:  
All changes are shown in **bold**.

1. The due date for submittals **has changed**. The revised due date is **Tuesday, August 12, 2014**, no later than 2:00 p.m.
2. A pre-bid conference has been planned for Tuesday, July 29th from 10:30 a.m. to 12:00 p.m. at the following location:

King County Procurement and Contract Services  
Chinook Building, 3<sup>rd</sup> Floor, Room 328  
401 Fifth Avenue  
Seattle, WA 98104

Conference may be attended in person, or accessed via telephone at: 206-684-1467.

The conference is designed for the purpose of answering questions and clarifying any ambiguities in the bid specifications; bidders are encouraged to participate.

3. Add the following as the second sentence in the first paragraph of Section 5.1 Introduction.  
"Requests for services are anticipated to be identified as troubleshooting and repair of deficiencies found in the normal course of King County maintenance and deficiencies reported following annual inspections by separate inspection contractor."
4. Delete Section 5.2 Scope of Work, Item C, in its entirety and replace with the following.  
"Contractor shall mobilize and be on site within four (4) hours of initial call, which may be required at any time, including evenings, weekends and holidays. **Contractor shall arrive with all equipment necessary to perform an assessment of the situation and/or perform the services requested, including scaffolding, ladders and lifts, and shall initiate the procurement for parts support while on site**".
5. Add the following as the last paragraph in Section 5.2 Scope of Work, Items D and E.  
"Pricing for 'Repair Services' and 'After Hours Repair Services' shall include all equipment necessary to perform the services required, including scaffolding, ladders and lifts."
6. The following information is provided in response to questions received:  
  
Q1: Equipment needed for repairs (scissor lift or man-lift) is not mentioned. Should we add a line to the quote for equipment?

---

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

- A1: Contractor shall arrive with all equipment necessary to perform the work; include the cost of equipment in the per hour pricing, Attachment B, Lines 1 and 2.
- Q2: Our business is licensed in another state, are we eligible for award under this solicitation?
- A2: Yes, businesses licensed in other states are eligible for award; however, please keep in mind that the contract requires technician and equipment to be on site in King County within four (4) hours of notification. Refer to Section 5.2 Scope of Work, item C.

# 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: AUGUST 5, 2014**

Title: Crane Repair Services

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ITB Number: 1136-14-JDH

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Due Date: August 12, 2014 - 2:00 p.m.

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Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

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Alternate Buyer: Amon Billups, amon.billups@kingcounty.gov, 206-263-9306

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This addendum is issued to revise ITB 1136-14-JDH, advertised July 10, 2014, and to provide answers to questions King County received during the pre-bid conference held on Tuesday, July 28, 2014.

All changes are shown in **bold**.

1. Delete Section 5.2 Scope of Work, Item C, in its entirety and replace with the following.

“Contractor shall mobilize and be on site within four (4) hours of initial call, which may be required at any time, including evenings, weekends and holidays. **Contractor will communicate arrangements for delivery of lifts and other large equipment with King County’s designated Industrial Planner/Scheduler.** Contractor shall arrive with all equipment necessary to perform an assessment of the situation and/or perform the services requested, including scaffolding, ladders and lifts, and shall initiate the procurement for parts support while on site.

2. Delete Attachment B - Pricing Schedule, Item #5 for “Smith Loveless” in its entirety. Addendum #2 includes a revised Attachment B - Pricing Schedule to reflect this change.

3. The following are questions received and King County’s answers.

#### Question A

We’d like to propose the following changes to the Invitation to Bid terms and conditions:

- I. Page 12, Item 3.10 Indemnification & Hold Harmless: insert the following language at the start of this paragraph, “For the duration of the contract and one year after”.
- II. Page 12, Item 3.10 Indemnification & Hold Harmless: at the end of the first sentence of the fifth (5<sup>th</sup>) line add the words, “to the extent that such suits, claims, actions, losses, costs, penalties or damages were a direct result of a Contractor’s negligent acts or omissions during the performance of their work under this agreement, except to the extend that said suits, claims, actions, losses, costs, penalties or damages were caused by the County’s negligent acts or omissions”.
- III. Page 14, Item 3.14 Maintenance of Records/Audits: in the last sentence of the first (1<sup>st</sup>) paragraph delete the word “copying”. They can inspect and audit records if it comes to that but not make copies without my approval.

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

- IV. Page 14, Item 3.14 Maintenance of Records/Audits: in the first sentence of the second (2<sup>nd</sup>) paragraph change the period of time that we are required to maintain records from six (6) year to three (3) years.

Answer A

King County rejects these proposed changes. Please refer to Section 1.4 Alterations to Document, which states in part "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".

Question B

Will we be able to visit each sight so we can plan what kind of equipment would be needed for situations that might come up?

Answer B

It is impractical to accommodate visits for each of the crane sites; there are dozens of site locations spread throughout the County, some of which are in confined space areas. Additionally, King County keeps an inventory of parts for each crane and may have items in stock that could be used in support of crane repairs.

Question C

Please provide the inspection reports for each crane so we can plan the PM work.

Answer C

1136-14-JDH - Addendum #2 - Attachment C - Inspection Reports contains the most recent inspection results.

Question D

Where are the mobile cranes stored?

Answer D

Mobile cranes are kept at/near two treatment facilities, WestPoint and South Plant.