

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



King County

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

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

206-263-9400  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

VENDOR:

BRASCO INTERNATIONAL INC  
1000 MT ELLIOT  
DETROIT, MI 48207

SHIP TO

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

BILL TO

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

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
468967	1	1

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

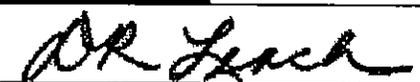
CREATION DATE	BUYER
04-MAR-10	M, Schumacher

DATE OF REVISION	BUYER
18-NOV-10	M Mckinley

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	32906	0.5%20days/Net30days	Prepaid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(800) 893-3665	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>CHANGE ORDER #1 FOR FURNISHING BARREL VAULT BUS SHELTER ROOFS AS REQUESTED BY AUTHORIZED KING COUNTY TRANSIT PERSONNEL DURING THE PERIOD MARCH 10, 2011 THROUGH MARCH 9, 2012, IN ACCORDANCE WITH KING COUNTY ITB 1008-10-MZS AND RESPONDING BID OF BRASCO INTERNATIONAL, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN AND IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES.</p> <p>INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING.</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT.</p>						

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.	Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.	<b>ACCEPTANCE:</b> This purchase order expressly limits acceptance to the terms and conditions stated herein.	<b>TOTAL</b>
			 Authorized signature

12/15/2010 10:28 PAGE 002/004 Fax Server King County



King County

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

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

206-263-9400  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

VENDOR:

BRASCO INTERNATIONAL INC  
1000 MT ELLIOT  
DETROIT, MI 48207

SHIP TO

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

BILL TO

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

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
468967	1	2

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

CREATION DATE	BUYER
04-MAR-10	M, Schumacher
DATE OF REVISION	BUYER
18-NOV-10	M Mckinley

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	32906	0.5%20days/Net30days	Prepaid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(800) 893-3665	

JR#	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	Effective From: 10-MAR-10 To: 09-MAR-12	Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.	Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.	<b>ACCEPTANCE:</b> This purchase order expressly limits acceptance to the terms and conditions stated herein.	<b>TOTAL</b>
			<i>DR Leach</i> Authorized signature

King County 12/15/2010 10:28 PAGE 003/004 Fax Server



King County

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

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

206-263-9400  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

**VENDOR:**

BRASCO INTERNATIONAL INC  
1000 MT ELLIOT  
DETROIT, MI 48207

**SHIP TO**

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

**BILL TO**

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

**Purchase Order**

PURCHASE ORDER NO.	REVISION	PAGE
468967	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
04-MAR-10	M Schumacher	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	32906	0.5%20days/Net30days	Prepaid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(800) 893-3665	

JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>FURNISH BARREL VAULT BUS SHELTER ROOFS AS REQUESTED BY AUTHORIZED KING COUNTY TRANSIT PERSONNEL DURING THE PERIOD MARCH 10, 2010 THROUGH MARCH 9, 2011, IN ACCORDANCE WITH KING COUNTY ITB 1008-10-MZS AND RESPONDING BID OF BRASCO INTERNATIONAL, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN AND IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES.</p> <p>INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING.</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT.</p> <p>Purchase Agreement Effective From: 10-MAR-10 To: 09-MAR-11</p>						
							Amount Agreed:

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

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

**ACCEPTANCE:**

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

**TOTAL**

*DR Leach*  
Authorized signature



King County

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

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

206-263-9400  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

VENDOR:

BRASCO INTERNATIONAL INC  
1000 MT ELLIOT  
DETROIT, MI 48207

SHIP TO

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

BILL TO

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

**Purchase Order**

PURCHASE ORDER NO.	REVISION	PAGE
468967	0	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
04-MAR-10	M Schumacher	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	32906	0.5%20days/Net30days	Prepaid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(800) 893-3665	

JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T

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

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

**ACCEPTANCE:**

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

**TOTAL**

*DR Leach*  
Authorized signature

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

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

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

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

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

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

**Invoices:** Invoices must reference the purchase order number.

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

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

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

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

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

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

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

# Invitation to Bid



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

ADVERTISED DATE: JANUARY 28, 2010

Invitation to Bid (ITB) Title: Barrel Vault Bus Shelter Roof

ITB Number: 1008-10-MZS

Due Date: February 18, 2010 - 2:00 p.m.

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

### Term Supply Requirement

Furnish Barrel Vault Bus Shelter Roofs in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 269,950<sup>00</sup>  
(see Subsection 7.5)

#### PRE-BID CONFERENCE

Date: Wednesday, February 3, 2010

Time: 10:30 a.m.

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

Sealed Bids are hereby and will only be received by:  
King County Procurement Services Section  
Chinook Building, 3rd Floor  
401 Fifth Avenue  
Seattle, WA 98104  
Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

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

We acknowledge that Addenda numbered 1 to 2 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

BRASCO INTERNATIONAL INC

Address

1000 MT ELLIOTT

City/State /Postal Code

DETROIT, MI 48207

Signature

Print name and title

TIMOTHY J. RYAN, DIR OF MARKETING

Email

TRYAN@BRASCO.COM

Phone

1 (800)

843-3665

Fax

1 (313)

393-0499

SCS/DBE Certification Number

N/A

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

## **SECTION 1 Instruction To Bidders**

### **1.1 Introduction**

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

### **1.2 Bid Submittal Procedure**

The **original and two ( 2 ) copies** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

### **1.3 Electronic Commerce and Correspondence**

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

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

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

Full information on vendor registration is available at the website.

#### **1.4 Alterations to Document**

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

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

#### **1.5 Late Bids**

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

#### **1.6 Cancellation of ITB or Postponement of Bid Opening**

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

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

#### **1.7 Addenda**

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

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

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

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

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

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

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

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

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

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

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

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the

exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

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

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

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

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

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

#### **1.13 Collusion**

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

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

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

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

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

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

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

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

#### **1.16 Protest Procedures**

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

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

### **2.1 Evaluation of Bids**

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

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

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

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

### **2.2 Responsive and Responsible**

#### **Responsive**

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

#### **Responsible**

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

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

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

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

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

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

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

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.kingcounty.gov/BDCC> or contacting the Program office at 206-205- 3443.

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

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

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

\*If not on file with the County

## **2.6 Rejection of Bids**

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

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

## **2.7 Single Bid Receipt**

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

## **2.8 Public Disclosure of Bids**

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

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material

should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.9 Contract Award**

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

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

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

### **3.1 Administration**

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

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

### **3.2 Contract Amendments**

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

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

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

### **3.3 Invoices and Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

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

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

**C. Termination for Non-Appropriation**

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

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

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

**3.7 Force Majeure**

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

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

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

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

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

**3.9 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the

successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

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

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

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

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

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

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the

Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

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

### **3.15 Other Public Agency Orders**

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

### **3.16 Environmental Purchasing Policy**

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

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

### **3.17 Industrial and Hazardous Waste**

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

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

### **3.18 Patents and Royalties**

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

### **3.19 Supported Employment Program**

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

### **3.20 Nondiscrimination and Equal Employment Program**

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

### **3.21 Equal Benefits To Employees With Domestic Partners**

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

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

### **3.22 Non-Waiver of Breach**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### **3.23 Severability**

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

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

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

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

By signing and submitting this Contract, the Contractor certifies as follows:

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

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

### **4.1 Contract Value**

The estimated annual value of this contract is approximately **\$ 750,000.00**. 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 initial term of this Contract will be **one (1) year and may be extended for four (4) additional one-year periods** at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

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

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

### **4.3 Contract Administrative Fee**

This contract is subject to an Administrative Fee (Fee), when used by other political subdivisions outside of King County's Departments, Divisions or Agencies. The Fee of  $\frac{1}{2}$  of 1% (.005) shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance with this contract. The Fee shall be paid by the contractor within six (6) weeks of the close of each quarter and remitted to King County Procurement and Contract Services Section and include a reference to this Contract Number. Submitted with the Fee shall be a quarterly sales report for the referenced contract showing the total sales to each governmental entity (excluding King County), for the previous ending quarter. The Fee shall not be invoiced to any contract user as an item on a sales invoice or by any other means.

### **4.4 Price Revisions**

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

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

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

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

#### **4.5 Shipping Charges**

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

#### **4.6 Packing Slips**

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

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

#### **4.7 Use Report**

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

#### **4.8 Warranty**

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least eight (8) years for the roof modules, components and finishes from the date of Delivery Inspection by the County. (See Section 6, Part 3 3.04). 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 Contractor's or the manufacturer's standard warranty if more beneficial to the County.

- A. Contractor agrees to repair, finish or replace components that show evidence of deterioration.
- B. Components shall include all specified elements of the framing system as described in the Contract, and miscellaneous materials and finishes used in manufacture and glazing.
- C. Deterioration of the specified glazing shall be defined as defects developed from normal use that are not attributed to glazing breakage or to maintaining and cleaning contrary to Manufacturer's written instructions. Defects shall include edge separation, delamination, yellowing and loss of light, and blemishes exceeding those allowed by the referenced glazing standard.

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 Contract Specifications and 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 all warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the eight (8) year period for the roof modules, components and finishes immediately following Delivery Inspection by the County (See Section 6, Part 3 3.04), the 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, the Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

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

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

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

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

#### **4.11 Product Return**

The County reserves the right to return defective 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.

Contractor shall be responsible for picking-up defective items or arranging for a Call tag to ensure freight is charged to the Contractor on defective returns. The Contractor shall remove defective material within one (1) week of notice.

The Contractor shall, at the County's option, i) credit: issue a credit within five (5) business days of receiving an item, for the dollar value of the merchandise returned or refund that dollar amount to King County; ii) item replacement: Contractor shall provide the replacement item within the time established in the "Delivery" portion of the Invitation to Bid, or iii) reimbursement check: Contractor shall issue a reimbursement check within twenty (20) business days.

#### **4.12 Hazardous Chemical Communication**

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful

to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

#### **4.13 Prevailing Wages**

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

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

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

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

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

#### 4.14 Insurance Requirements

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

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

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

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

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

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

## **SECTION 5 Federal Transit Administration (FTA) and State Requirements**

This Contract shall be partially funded by the Federal Transit Administration (FTA). Neither the FTA nor the Federal Government shall be a party to any subagreement nor to any solicitations or request for proposals. This Contract shall be subject to regulations contained in 49 Code of Federal Regulations (CFR) Part 18 and the applicable grant agreement between the County and the FTA. The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation, whether expressly set forth in the following Contract provisions. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference as are the requirements of the Master Agreement between King County and the U.S. Department of Transportation, including all "flow down" provisions to third party Contractors, Subcontractors and or suppliers. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

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

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

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 2(c).

### **5.2 Federal Changes**

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

Ref: 49 CFR Part 18 and FTA Master Agreement MA (10), 10-1-2003, Section 2(c).

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

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

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

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 2(f).

### **5.4 Equal Employment Opportunity**

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other

forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

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

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4.

## **5.5 Title VI Compliance**

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

Ref: 49 CFR Part 21.19.

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

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

- D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  2. Cancellation, termination, or suspension of the contract, in whole or in part.
- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on DOT-assisted projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

#### 5.6 Disadvantaged Business Enterprise Requirements.

- A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal of thirteen percent (13%) for FTA assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.
- B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.
- C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).
- D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: <http://www.omwbe.wa.gov/directory/directory.htm> Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**
- E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.
  1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.
  2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces.

3. **Commercially Useful Function.** The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.
  - a. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.
  - b. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.
    - (1) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.
4. **Expenditures with DBEs.** Expenditures with DBEs for materials or supplies shall be counted as provided in the following:
  - a. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - b. **Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - (1) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - c. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or of the cost of the materials and supplies themselves shall be counted.
    - (1) Contract-by-contract basis.
    - (2) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

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

#### **5.7 Disadvantaged Business Enterprise and Other Small Business Participation**

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

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

#### **5.8 Labor Provisions - Non-Construction Contracts**

- A. Overtime Requirements

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

Ref: 29 CFR § 5.5(b)(1).

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

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten dollars (\$10) for each Day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section.

Ref: 29 CFR § 5.5(b)(2).

**C. Withholding for Unpaid Wages and Liquidated Damages**

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

Ref: 29 CFR § 5.5(b)(3).

**D. Payrolls and Basic Records**

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

Ref: 29 CFR § 5.5(c).

**E. Subcontracts**

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

Ref: 29 CFR § 5.5(b)(4).

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

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

- A. Utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Ref: 46 USC § 1241; 46 CFR Part 381.

## **5.10 Audit and Inspection of Records**

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

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

## **5.11 Buy America**

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

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

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

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

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

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

## **5.13 Interest of Members of or Delegates of Congress**

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

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

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

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

By signing and submitting this Contract, the Contractor certifies as follows:

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

### **5.15 False or Fraudulent Statements or Claims**

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

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

### **5.16 Energy Conservation**

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

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

### **5.17 Air Pollution**

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

### **5.18 Environmental Requirements**

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

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

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

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

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

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

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

C. Clean Water

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

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

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

Ref: 33 USC § 1251.

D. Use of Public Lands

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

E. Mitigation of Adverse Environmental Effects

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

**5.19 Preference for Recycled Products**

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

**5.20 Termination Provisions Required**

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

Ref: FTA Circular 4220.1E § 15.b.

**5.21 Breach Provisions Required**

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

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

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

**5.23 Ref: FTA Circular 4220.1E, § 15.a. Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961 et seq.)**

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

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

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

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

**5.25 The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271 et seq.)**

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

**5.26 Coastal Zone Management Act of 1972, As Amended (16 U.S.C. 1451 et seq.)**

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

**5.27 The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531 et seq.)**

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

**5.28 The Reservoir Salvage Act of 1960, As Amended by the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469 et seq.)**

Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

**5.29 The Archaeological and Historical Data Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)**

The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

**5.30 The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.)**

The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

**5.31 The Fish and Wildlife Coordination Act of 1958, As Amended (16 U.S.C. Section 661 et seq.)**

The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.

**5.32 Relocation Assistance and Real Property Acquisition Policy, Chapter 8.26 RCW**

The APPLICANT shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Grant Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

**5.33 State Environmental Policy Act (SEPA), Chapter 43.21 (C) RCW**

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

**5.34 Noise Control, Chapter 70.107 RCW**

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

**5.35 Shoreline Management Act of 1971, Chapter 90.58 RCW**

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

**5.36 Open Public Meetings Act, Chapter 42.30 RCW**

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

**5.37 Law Against Discrimination, Chapter 49.60 RCW**

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

**5.38 Governor's Executive Order 89-10, December 11, 1989: Protection of Wetlands, and Governor's Executive Order 90-04, APRIL 21, 1990: Protection of Wetlands**

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

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

## **SECTION 6     Technical Specifications for Barrel Vault Bus Shelter Roof**

**086310**

### **Barrel Vault Roof Assembly**

#### **Part 1    General**

##### **1.01    Summary**

The Section 6 technical specifications provide the minimum requirements for custom-fabricated barrel vault roof assembly, containing the following elements:

- A.    Metal framing and fabrication;
- B.    Roof-edge drainage system; and
- C.    Sloped glazing.

##### **1.02    Performance Requirements**

###### **A.    Metal-Framed Fabricated Roof Assemblies:**

###### **1.    General**

- a.    Metal-framed fabricated roof assemblies shall withstand the effects of the following without failure due to defective manufacture or fabrication:
  - (1)    Structural loads;
  - (2)    Thermal movements;
  - (3)    Movements of supporting structure; and
  - (4)    Dimensional tolerances of support system and other adjacent construction.
- b.    Failure includes, but is not limited to, the following:
  - (1)    Deflection exceeding specified limits per IBC;
  - (2)    Thermal stresses transferring to building structure;
  - (3)    Framing members transferring stresses, including those caused by thermal and structural movements to glazing;
  - (4)    Glazing-to-glazing contact;
  - (5)    Noise or vibration created by wind and by thermal and structural movements;
  - (6)    Loosening or weakening of fasteners, attachments, and other components; and
  - (7)    Sealant failure.

###### **2.    Delegated Design**

Contractor shall design the metal-framed fabricated roof assemblies using the specified performance requirements and design criteria including a comprehensive engineering analysis performed by a qualified professional engineer.

###### **3.    Structural Loads**

###### **a.    Wind Loads**

Shall be per ASCE 7-05.

- (1)    Basic Wind Speed: 85 mph
- (2)    Importance Factor: 1
- (3)    Exposure Category: C

- b. Seismic Loads  
Shall be per ASCE 7-05
- 4. Deflection of Framing Members  
Shall be at design wind pressure, as follows:
  - a. Deflection Normal to Glazing Plane  
Shall be limited to edge of glazing in a direction perpendicular to glazing plane not exceeding  $L/175$  of the glazing edge length for each individual glazing panel or an amount that restricts edge deflection of individual glazing panel to 3/4 inch (19.1 mm), whichever is less.
- 5. Structural-Test Performance  
Contractor shall provide metal-framed roof assemblies tested according to ASTM E 330, as follows:
  - a. When tested at positive and negative wind-load design pressures, assemblies shall not evidence deflection exceeding specified limits;
  - b. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, shall not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span; and
  - c. Test Durations: Shall be as required by design wind velocity, but not less than 10 seconds.
- 6. Water Penetration under Static Pressure  
Contractor shall provide metal-framed roof assemblies that do not evidence water penetration through fixed glazing and framing areas when tested according to ASTM E 331 at a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).
- 7. Thermal Movements  
Contractor shall provide metal-framed roof assemblies that allow for thermal movements resulting from the following maximum ambient and surface temperatures. Base engineering calculations on surface temperatures of materials shall be due to both solar heat gain and nighttime-sky heat loss.
  - a. Temperature Maximum  
(1) 120 deg F (67 deg C), ambient; and 180 deg F (100 deg C), material surfaces.
- 8. Structural Sealant
  - a. Shall be capable of withstanding tensile and shear stresses imposed without failing adhesively or cohesively.
  - b. When tested for preconstruction adhesion and compatibility, cohesive failure of sealant shall occur before adhesive failure.

B. Roof Edge Drainage System

1. General Performance

Fascia, copings and integral gutters shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

C. Glazing

1. Delegated Design

Design glazing, including comprehensive engineering analysis according to ASTM E 1300 by a qualified professional engineer, shall use the following design criteria:

- a. Design Wind Pressures: 85 mph, Exposure C; and
- b. Design Snow Loads: 25 psf

2. Sloped Glazing

For glazing surfaces sloped more than 15 degrees from vertical, design glazing shall resist each of the following combinations of loads:

- a. Outward design wind pressure minus the weight of the glazing.  
Base design on glazing type factors for short-duration load.
- b. Inward design wind pressure plus the weight of the glazing plus half of the design snow load.  
Base design on glazing type factors for short-duration load.
- c. Half of the inward design wind pressure plus the weight of the glazing plus the design snow load.  
Base design on glazing type factors for long-duration load.

**1.03 Submittal Procedures**

A. General

This Subsection specifies procedures and requirements for all submittals and deviations.

- 1. Contractor shall submit descriptive information which will enable the County's Project Representative to assess whether the proposed materials, equipment, or methods of work are in general conformance and compliance with the Contract's terms and conditions and Statement of Work.
- 2. Unless specified otherwise in this Contract, preparation, review and revisions of submittals shall be an incidental expense and not a reimbursable item.

B. Contractor Responsibilities

Contractor shall:

- 1. Be responsible for the accuracy and completeness of the information contained in each submittal and shall ensure that the material, equipment or method of work shall be as described in the submittal.
- 2. Verify that the material and equipment described in each submittal conforms to the requirements the Specifications and Drawings in Attachment C prior to transmittal to the Project Representative.

3. Ensure there is no conflict with other submittals and notify the County's Project Representative (Project Representative) where such submittal may affect the requirements of another submittal.
  4. Ensure coordination of submittals among the suppliers, related crafts, subcontractors and the specified Work.
- C. Transmittal Procedures:
1. Where required by the specifications, Contractor shall submit product information, which will enable the Project Representative to assess whether the Contractor's proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the Contract Drawings and Specifications. The Contractor shall submit drawings, specifications, descriptive data, certificates, samples, test results and such other information, as specifically required in these Specifications.
  2. Submittals regarding materials and supplies shall be accompanied by a cover transmittal letter.
    - a. Contractor shall provide a separate letter for each specific item, class of material and items specified in separate, discrete sections for which the submittal is required.
    - b. A submittal with insufficient data will be returned to the Contractor.
  3. Deviation from Contract:
    - a. Definition  
A minor change or omission to a specified material, procedure or product proposed by the Contractor that does not fully conform to the specified requirements, but can be demonstrated to fulfill the requirements specified in the Contract.
    - b. Contractor shall submit a request for substitution for deviations from the specifications or Drawings. The request shall include the reason for the deviation and cost differential for the deviation.
    - c. Deviations from the Contract shall be authorized by Change Order only (See Subsection 3.2 Contract Amendments).
  4. Review Procedure:
    - a. Submittals
      - (1) Unless otherwise specified, the Contractor shall submit two (2) copies of all the submitted information for each required submittal and one (1) electronic copy in Adobe PDF format.
      - (2) Shop Drawings
        - (a) The County shall own all shop drawings and any other work product provided by the Contractor with respect to the Contract.
        - (b) The Contractor shall submit required shop drawings for review and approval no later than two (2) weeks following issuance of Authorization to Proceed.
          - i. Drawing sheets shall not exceed 22 inches x 34 inches.
          - ii. Shop drawings shall be at a minimum scale of ¼ inch = 1 foot 0 inches.

- iii. Shop Drawings shall clearly indicate the correct configurations and relative sizes, materials, metal gages, welding symbols, etc., of the various components and the proposed methods of fabrication, required clearances, supports and any other pertinent data.
- iv. Drawings shall be prepared in accordance with American National Standards Institute (ANSI) Drafting Standards Manual Y14 series for general practices, Y32 series for graphical symbols, and Z32 series for graphical symbols and abbreviations. Drafting quality shall be such that the drawings may later be used by King County to make a reproducible vellum by the Xerox process.
- v. Contractor shall submit the shop drawings to the Project Representative as required according to the Specifications.

b. Procedure

Unless otherwise specified, within ten (10) days after receipt of the submittal, the Project Representative will review the submittal and return it to the Contractor. The returned material will consist of three (3) marked-up copies of the submittal. The returned submittal will indicate one of the following actions:

(1) "No Exceptions Taken" - Review Action "1"

If the review indicates that the material, equipment or work method is in general conformance with the Contract Drawings/Specifications, the submittal copies shall be marked "No Exceptions Taken" and given a Review Action of "1". In this event, the Contractor may begin to incorporate the material/equipment/work method covered in the submittal.

(2) "Note Markings" - Review Action "2"

If the review indicates that the submittal is insufficient or that limited corrections are required, the submittal copies shall be marked "Note Markings" and given a Review Action of "2". The Contractor may begin to implement the work method or incorporate materials/comments covered in the submittal in accordance with the corrections/comments noted. Where submittal information is to be incorporated in O&M data, a corrected copy shall be provided; otherwise, no further action is required.

(3) "Comments Attached --Confirm" - Review Action "3"

If the review is insufficient or contains incorrect data and the comments are of a nature that can be confirmed without a resubmittal, the submittal copies shall be marked "Comments Attached - Confirm" and given a Review Action of "3". (In this case, the Contractor shall not then undertake work covered by this submittal until the attached comments have been confirmed by a separate written communication or the submittal has been revised, resubmitted and returned to the Contractor with a Review Action of either "1" or "2".)

(4) "Comments Attached --Resubmit" - Review Action "4"

If the review reveals the submittal is insufficient or contains incorrect data and the comments require revision and resubmittal, the submittal copies shall be marked "Comments Attached - Resubmit" and given a Review Action of "4". (In this case, the Contractor shall not then undertake work covered by this submittal until

the submittal has been revised, resubmitted and returned to the Contractor with a Review Action of either "1" or "2".)

(5) "Rejected" - Review Action "5"

If the review reveals that the material, equipment or work method is not in general conformance with the design concept or in compliance with the Contract Drawings/Specifications, or if the submittal is incomplete, the submittal copies shall be marked "Rejected" and given a Review Action of "5". Submittals containing deviations from Contract Drawings/Specifications which have not been clearly identified and which have not been noted previously in PWC correspondence also shall be rejected. In this case, the Contractor shall not then undertake work covered by this submittal until the submittal has been revised, resubmitted and returned to the Contractor with a Review Action of either "1" or "2."

D. Effect of review of Contractors Submittals

1. Review of submittals including drawings, methods of work or other information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risk or liability by the Project Representative on behalf of King County, or by any officer or employee of King County.
2. Unless identified by the Contractor specifically on the submittal, no disposition of the submittal by the Project Representative changes the requirements of the Contract's Specification and Drawings.
3. The Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the reviewed method of work, material or equipment.

**1.04 Submittals**

Contractor shall provide the following in accordance with the Specifications. Submittals shall be provided within seven (7) calendar days of Contract award. Submittals will be reviewed and approved prior to commencing work.

A. Product Data

Shall be submitted for each type of product indicated.

B. Shop Drawings

Shall be as noted on the Drawings, and include plans, elevations, sections, details, and attachment method to existing shelters.

C. Samples

Contractor shall provide a sample:

1. For each type of exposed finish.
2. Of an assembled rafter section with glazing and fastening mechanisms in place.

D. Delegated-Design Submittal

Contractor shall demonstrate compliance with the specified performance requirements and design criteria including, but not limited to, analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

E. Warranties

Contractor shall submit a detailed warranty statement.

F. Certificates

Contractor shall submit product certificates signed by the Manufacturer and the Contractor certifying compliance with specified performance characteristics and criteria, and physical requirements of the materials.

**1.05 Quality Assurance**

A. Any Work that does not satisfy the requirements of the Contract shall be made good in accordance with the requirements of the Contract or as directed by the County's Project Representative at the sole expense of the Contractor.

B. Contractor shall comply with the following recommendations:

1. Structural-Sealant Glazing

The recommendations in ASTM C 1401, "Guide for Structural Sealant Glazing," for joint design and quality-control procedures (American Society for Testing and Materials).

2. Glazing Publications

The published recommendations of glazing product manufacturers and organizations below, unless more stringent requirements are indicated. Contractor shall refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

a. IGMA Publication for Sloped Glazing (Insulating Glass Manufacturers Alliance): IGMA TB-3001, "Guidelines for Sloped Glazing."

C. Contractor's Qualifications

The Contractor shall demonstrate its capacity and capability, in its own plant, to concurrently fabricate, assemble and store a minimum of ten (10) units per the Specifications and Drawings.

D. Contractor's Contact Information

Bidder shall provide in Subsections 7.2 and 7.3 the information requested.

**1.06 Source Quality Control**

A. Structural-Sealant Glazing

Contractor shall perform quality-control procedures complying with ASTM C 1401 recommendations including, but not limited to, material qualification procedures, sealant testing, and fabrication reviews and checks.

**1.07 Warranty**

Please refer to the Subsections 4.8 Warranty and 4.9 Warranty Remedies in the Specific Contractual Terms and Conditions.

**1.08 Other Related Items**

Any purchase order resulting from this ITB may be expanded to cover related supplies provided that such products are normally furnished by the Contractor. Contractor shall agree to provide related products using the same pricing structure as the items being covered by this ITB.

## 1.09 Roof Prototypes

The County has two (2) prototype barrel vault roof assemblies that are available for viewing. They are located at 23<sup>rd</sup> & Yesler in Seattle and at the Wilburton Park and Ride at 1720 – 114<sup>th</sup> Ave SE, Bellevue. Please note while there may be differences between the prototypes and the ITB, Bidders shall bid pursuant to the Specifications and Drawings in the ITB.

## Part 2 Products

### 2.01 Materials

#### A. Metals

Shall be aluminum type 6063-T5 or T6, nominal thickness 1/8".

##### 1. Aluminum Sheet and Plate

Shall comply with:

- a. ASTM B 209 (ASTM B 209M); and
- b. The Manufacturer's written recommendations for alloy and temper for the type of use and finish indicated.

##### 2. Aluminum Extruded Bars, Rods, Profiles, and Tubes

Shall comply with:

- a. ASTM B 221 (ASTM B 221M); and
- b. The Manufacturer's written recommendations for alloy and temper for the type of use, structural performance and finish indicated.

#### B. Glazing

Shall be removable, structured twin walled polycarbonate roof panels, and configured per the Drawings.

##### 1. Type

Shall be UV-stabilized and rated for outdoor use, abrasion-resistance-coated, and impact-modified.

##### 2. Thickness

Shall be ¼" (6mm).

##### 3. Visible Light Transmittance

Shall be 85% minimum.

### 2.02 Framing Systems

#### A. General

The completed roof module assembly shall comply with the specified performance requirements.

#### B. Fascia, Copings and Integral Gutters

1. Shall be formed of one continuous piece of aluminum extrusion per assembly side, configured as described on the Drawings.

##### 2. Corners

- a. All corners shall be mitered and have concealed corner keys, anchorage, and gusset plates with same finish as exposed surfaces.

- b. Mitered corners shall be sealed with horizontal and vertical sealing plates.
        - (1) Minimum thickness
          - Shall be 0.060"
        - (2) Sealing plates shall be adhered to extruded aluminum with an elastomeric sealant.
  - 3. Anchorage
    - a. Anchorage of the roofing assembly to the existing shelters shall be designed with no exposed fasteners at the fascia, as shown on the Drawings.
    - b. Contractor shall pre-drill copings in the roofing system for attachment by the County to the shelter frames.
      - (1) The County will attach the roofing assembly with self-tapping screws sized and spaced per the design performance requirements, with maximum spacing 12" on center.
- C. Scuppers  
Shall be Aluminum plate, configured per the Drawings; and Factory weld to the fascia with a continuous 1/8" fillet weld, both sides.
- D. Rafter/Roof Panel Receiver  
Shall:
- 1. Be continuous formed aluminum, configured per the Drawings; and
  - 2. Provide a sealed, leak-proof connection.
- E. Rafters  
Shall be aluminum extrusion, per the Drawings.
- F. End Caps  
Shall be formed aluminum, per the Drawings.
- G. Rolled Plate Pressure Caps  
Shall be per the Drawings.
- H. Brackets and Reinforcements  
Shall be the Manufacturer's standard high-strength aluminum with non-staining, nonferrous shims for aligning the glazing components.
- I. Fasteners and Accessories  
Shall be the Manufacturer's standard, corrosion-resistant, non-staining, non-bleeding fasteners and accessories compatible with adjacent materials.
- 1. Fasteners shall be suitable for application and designed to meet performance requirements.
  - 2. At pressure caps, Contractor shall use ASTM A 193/A 193M stainless-steel screws with sealed washers as indicated on the Drawings.
  - 3. Contractor shall use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  - 4. Contractor shall reinforce members as required to receive fastener threads.

J. Corrosion-Resistant Coating

Aluminum surfaces that come in contact with existing steel shelter frames shall be factory-coated.

1. The Manufacturer's standard primer which is a corrosion-resistant base coat complying with the requirements of this Section is acceptable.

**2.03 Miscellaneous Materials**

A. General

Contractor shall provide the materials and the fasteners, protective coatings, sealants, and other miscellaneous items required for the County to complete the installation.

B. Elastomeric Sealant

Shall comply with ASTM C 920, elastomeric polymer sealant of type, grade, class, and use classifications required for each application.

C. Butyl Sealant

Shall comply with ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized.

D. Spacers, Setting Blocks, and Gaskets

Shall comply with the Manufacturer's standard elastomeric types.

E. Glazing Tapes

1. Back-Bedding Mastic Glazing Tapes

Shall:

- a. Be preformed, butyl-based, 100 percent solids elastomeric tape; non-staining and non-migrating in contact with nonporous surfaces;
- b. Be with or without spacer rod as recommended in writing by the tape and glazing Manufacturers for the specified application; and
- c. Comply with ASTM C 1281 and AAMA 800 (American Architectural Manufacturers Association) for the products indicated below:
  - (1) AAMA 806.3 tape for glazing applications in which the glazing tape is subject to continuous pressure.

2. Expanded Cellular Glazing Tapes

Shall:

- a. Be closed-cell, PVC foam tapes;
- b. Be factory coated with adhesive on both surfaces; and
- c. Comply with AAMA 800 for the following types:
  - (1) AAMA 810.1, Type 1, for glazing applications in which the tape acts as the primary sealant.

F. Glazing Gaskets:

1. Dense Compression Gaskets

Shall be molded or extruded gaskets of a profile and hardness required to maintain a watertight seal, and made of one of the following materials:

- a. EPDM complying with ASTM C 864;
- b. Silicone complying with ASTM C 1115; or

c. Thermoplastic polyolefin rubber complying with ASTM C 1115.

G. Glazing Sealants – General

1. Compatibility

Contractor shall provide glazing sealants that are compatible with one another and with other materials they contact, including, but not limited to, glazing products and glazing channel substrates. The glazing sealants shall be compatible under conditions of service and application, based on testing and field experience as demonstrated by the sealant Manufacturer.

2. Suitability

Contractor shall comply with the sealant and glazing Manufacturers' written instructions in selecting glazing sealants suitable for:

- a. The applications indicated; and
- b. The conditions designated as a basis of design performance.

H. Structural Sealant

1. Shall:

- a. Comply with ASTM C 1184;
- b. Be a neutral-curing silicone formulation compatible with system components with which it comes in contact;
- c. Be specifically formulated and tested for use as structural sealant; and
- d. Approved by the structural-sealant Manufacturer for use in the specified metal-framed roof assemblies.

2. Color

The County Project Representative shall select the structural sealant color from the Manufacturer's full range of selections.

I. Weather Seal Sealant

1. Shall comply with ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O;
2. Shall be a neutral-curing silicone formulation compatible with structural sealant and other components with which it comes in contact; and
3. Shall be recommended in writing by component Manufacturers for the specified application.
4. The color shall match the structural sealant.

**2.04 Aluminum Finishes**

A. General

1. The following three (3) finish types below (see 2.04.B, C and D) shall be acceptable.
2. Finish colors shall be certified by the Manufacturer to demonstrate long-term durability.
3. Contractor shall provide supporting data per the requirements of this Section.

B. Powder-Coat Finish

1. Shall comply with AAMA 2605-05,
2. Shall be a multi-coat system with corrosion-resistant base coat; and

3. Color and Gloss

King County Project Representative shall select the powder-coat finish color and gloss from the Manufacturer's full range of selections.

C. Two-Coat High-Performance Organic Finish

1. Shall be a fluoropolymer finish:

- a. Complying with AAMA 2605; and
- b. Containing not less than 50 percent PVDF resin by weight in color coat.

2. Color and Gloss

King County Project Representative shall select the two-coat high-performance organic finish color and gloss from the Manufacturer's full range of selections.

D. Three-Coat High-Performance Organic Finish

1. Shall be a fluoropolymer finish:

- a. Complying with AAMA 2605; and
- b. Containing not less than 50 percent PVDF resin by weight in both color coat and clear topcoat.

2. Color and Gloss

King County Project Representative shall select the three-coat high-performance organic finish color and gloss from the Manufacturer's full range of selections.

**Part 3 Execution**

**3.01 Fabrication**

A. General:

Contractor shall:

- 1. Not install damaged components;
- 2. Install components plumb and true in alignment with established lines and elevations;
- 3. Fit joints between aluminum components to produce hairline joints free of burrs and distortion;
- 4. Rigidly secure non-movement joints;
- 5. Seal joints watertight unless otherwise indicated; and
- 6. Prior to sealant applications, prepare surfaces per sealing component Manufacturer's written instructions to ensure compatibility and adhesion.
  - a. Preparation includes, but is not limited to, cleaning and priming surfaces.

B. Frame Construction

Framing shall be assembled using internally located mechanical fasteners, as shown on the Drawings.

Contractor shall:

- 1. Fabricate aluminum components before finishing.

2. Fabricate aluminum components that, when assembled, shall have the following characteristics:
    - a. Profiles that are sharp, straight, and free of defects or deformations.
    - b. Accurately fitted joints with ends coped or mitered.
    - c. Installed components shall drain:
      - (1) Water passing joints;
      - (2) Condensation occurring within framing members; and
      - (3) Moisture migrating within fabricated roof assembly to exterior.
    - d. Physical and thermal isolation of glazing from framing members.
    - e. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  3. Reinforce aluminum components as required to receive fastener threads.
  4. Provide uniform neat seams with minimum exposure of solder and sealant.
  5. Seal joints as required for watertight construction.
    - a. Sealant shall be completely concealed in the joint.
    - b. Sealants shall not be installed at temperatures below 40 deg F.
- C. Glazing Panels
1. Contractor shall comply with all of the Manufacturers' written instructions for glazing, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
  2. Removable glazing panels shall be installed within roof assembly system extrusions.
  3. Contractor shall seal the glazing panels with a concealed gasket system, per the Drawings.
- D. Tape Glazing
- Contractor shall:
1. Position tapes on fixed stops so that, when compressed by glazing, their exposed edges are flush with the sightline;
  2. Install tapes continuously;
  3. Place joints in tapes at the corners of an opening with the adjoining lengths butted together and not lapped;
    - a. Seal joints in tapes with a compatible sealant approved by the tape Manufacturer.
  4. Position tapes on fixed stops so that, when compressed by glazing, their exposed edges are flush with or protrude slightly above the sightline of the stops.
  5. Install tapes continuously, but not necessarily in one continuous length.
  6. Not stretch tapes to make them fit an opening.
- E. Metal Protection
- Where aluminum will contact dissimilar materials, Contractor shall protect against galvanic action by painting the contact surfaces with a corrosion-resistant coating.

F. Fabrication Tolerances

Fabricate roof assemblies shall comply with the following maximum tolerances:

1. Alignment

Limit offset from true alignment to 1/32 inch (0.8 mm) where surfaces abut in line, edge to edge, at corners, or where a reveal or protruding element separates aligned surfaces by less than 3 inches (76 mm); otherwise, limit offset to 1/8 inch (3.2 mm).

2. Location and Plane

Limit variation from true location and plane to 1/8 inch in 12 feet (3.2 mm in 3.7 m) but no greater than 1/2 inch (13 mm) over total length.

**3.02 Cleaning and Protection**

A. Cleaning

Contractor shall clean all exposed metal surfaces of substances that interfere with uniform oxidation and weathering as follows:

1. Clean and neutralize flux materials; and
2. Clean off excess solder and sealants.

B. Protection

Contractor shall:

1. Provide temporary protective coverings, strippable films, packing and shipping devices as required for handling and storage during and after delivery of completed roof assemblies to King County.
2. Exercise care to ensure that the shelter's coatings and components are not damaged during delivery. Damaged units will not be accepted, and will be returned to the Contractor at no cost to King County.

**3.03 Delivery**

A. Delivery is required as soon as possible and not later than six (6) weeks after placement of a purchase order or within a revised schedule agreed upon by both the Contractor and the Project Representative.

1. Prices shall include delivery, FOB destination, to the following location:

King County Metro/South Facilities Shop  
Mail Stop SFM-TR-0100  
11911 East Marginal Way South, Building C  
Tukwila, WA 98168-5122

2. Contractor shall call at least 48 hours to coordinate with Metro's Chief of South Facilities prior to shipping the shelters and components. Delivery can only be made on Monday through Thursday between 7:30 am and 3:00 pm. Trucks arriving after 3:00 pm will be turned back.

B. Completed roof assemblies shall be delivered stacked and packed.

1. Each crate shall be visibly marked with the purchase order number and the quantity of roofs. The packing system shall be designed to include the following:
  - a. Protective coverings sufficient to prevent damage during transport, handling and storage.

- b. Enable visual inspection of shipped assemblies for delivery acceptance.
  - c. Enable unpacking of one (1) unit at a time.
2. Contractor shall provide all equipment, power and labor to load and transport the shipment to the designated delivery location. The County will provide the equipment and labor to off load the frames and components.
  3. Pallet charges, if any, shall be included in the price. No separate pallet charges will be paid. Pallets may be returned to Contractor at no cost to the County, provided the Contractor schedules ahead and arranges for pickup.

### **3.04 Delivery Inspection**

Each fully assembled roof assembly will be inspected by the County within two (2) weeks of delivery. The Contractor shall correct any defects to the satisfaction of the County's Project Representative at no additional expense to the County.

**End of Section 086310**

## SECTION 7 Bid Response

### 7.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. Failure to completely bid all items as required in Subsection 7.5 may render the bid non-responsive.

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

### 7.2 Bidder's Contact Information

Physical Address: 1000 MT ELLIOTT, DETROIT MI 48207

Mailing Address: 1000 MT ELLIOTT, DETROIT MI 48207

Name of Contact Person for Contract issues: TIM RYAN

Telephone No. (Local/Toll Free): (313) 393-0393 / (800) 893-3665

Email: TRYAN@BRASCO.COM

Emergency Phone No. (800) 893-3665

State hours and days of operation:

Hours: 8<sup>30</sup> a.m. to 5<sup>00</sup> p.m. Days: MON. to FRI.  
EST

### 7.3 Stocking and Warehouse Facility

Indicate stocking warehouse facility below if different than the information provided in subsection 7.2.

Name of Contact Person: SAME

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

List what is stored at the stocking and warehousing facility:

THOSE ITEMS USED FOR THE FABRICATION OF  
TRANSIT SHELTER INCLUDING ALUM. EXTRUSION FASTENERS  
AND ASSORTED ROOFING MATERIAL

### 7.4 Prompt Pay Discount

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

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

Prompt pay discount offered 1/2 % - 20 Days, Net 30

**7.5 Pricing**

In the event of a discrepancy between the Unit Price and the Extended Price, the Unit Price will prevail. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. The Unit Price includes all delivery costs. To be considered responsive, Bidders shall bid on all items in both schedules. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below in Schedules 1 and 2.**

**Schedule 1 - Barrel Vault Bus Shelter Roofs**

Item No.	Est. Annual Qty	UOM	Description	Unit Price	Extended Price
1.	50	EA	Barrel Vault Roof Assembly – Shelter Type F11	\$ _____	\$ _____
2.	10	EA	Barrel Vault Roof Assembly – Shelter Type F12	\$ _____	\$ _____
3.	10	EA	Barrel Vault Roof Assembly – Shelter Type F51	\$ _____	\$ _____
4.	10	EA	Barrel Vault Roof Assembly – Shelter Type F52	\$ _____	\$ _____
<b>Schedule 1 Total</b>					<b>\$ _____</b>

**Schedule 2 – Other Related Items**

The Markup Percentage offered for Other Related Items not specifically listed shall be consistent for all items purchased under this Contract. For bid evaluation purposes Bidders shall assume the Estimated Annual Usage per year for Other Related Items as listed in Schedule 2. Bidders shall state below the **Markup Percent** (if any) over the Contractor's cost offered on Other Related Items. The **Markup** is calculated by multiplying the Estimated Annual Usage quantity times the Markup Percentage (if any). If no discount off is offered, enter 0% in the appropriate space. To calculate the **Extended Total**, add the Markup to the Estimated Annual Usage.

Item #	Estimated Annual Usage	Description	% Markup	Markup	Extended Total
1.	\$ 5,000.00	Related Parts and Supplies	%	\$ _____	\$ _____

Total Bid Price ( Schedules 1 + 2 ) \$ \_\_\_\_\_  
( also enter on cover page )

7.5 Pricing

Schedule 1 - Barrel Vault Bus Shelter Roofs (Revised)

Item No.	Est. Annual Qty	UOM	Description	Unit Price	Extended Price
<b>Pricing for Orders of Less than Ten (10) Roofs</b>					
1.	50	EA	Barrel Vault Roof Assembly - Shelter Type F11	\$ <u>1,492.<sup>00</sup></u>	\$ <u>74,600.<sup>00</sup></u>
2.	10	EA	Barrel Vault Roof Assembly - Shelter Type F12	\$ <u>2,240.<sup>00</sup></u>	\$ <u>22,400.<sup>00</sup></u>
3.	10	EA	Barrel Vault Roof Assembly - Shelter Type F51	\$ <u>1,465.<sup>00</sup></u>	\$ <u>14,650.<sup>00</sup></u>
4.	10	EA	Barrel Vault Roof Assembly - Shelter Type F52	\$ <u>2,162.<sup>00</sup></u>	\$ <u>21,620.<sup>00</sup></u>
<b>Pricing for Orders of Ten (10) or more Roofs</b>					
5.	50	EA	Barrel Vault Roof Assembly - Shelter Type F11	\$ <u>1,480.<sup>00</sup></u>	\$ <u>74,000.<sup>00</sup></u>
6.	10	EA	Barrel Vault Roof Assembly - Shelter Type F12	\$ <u>2,213.<sup>00</sup></u>	\$ <u>22,130.<sup>00</sup></u>
7.	10	EA	Barrel Vault Roof Assembly - Shelter Type F51	\$ <u>1,440.<sup>00</sup></u>	\$ <u>14,400.<sup>00</sup></u>
8.	10	EA	Barrel Vault Roof Assembly - Shelter Type F52	\$ <u>2,115.<sup>00</sup></u>	\$ <u>21,150.<sup>00</sup></u>
<b>Schedule 1 Total</b>					\$ <u>264,950.<sup>00</sup></u>

**Part 2 7.6 References**

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

Company Name: <u>PIERCE TRANSIT</u>	Company Name: <u>TRI-MET</u>
Company Address: <u>3701 96TH, LAKEWOOD WA</u>	Company Address: <u>710 NE HOLLIDAY, PORTLAND OR</u>
Company Phone: <u>(253) 581-8130</u>	Company Phone: <u>(503) 962-2138</u>
Contact Person: <u>MONICA ADAMS</u>	Contact Person: <u>YOUNG PARK</u>
Dates: <u>CURRENT CONTRACT</u>	Dates: <u>CURRENT CONTRACT</u>
Company Name: <u>RTC</u>	Company Name: <u>KING COUNTY</u>
Company Address: <u>2050 VILLANOVA, RENO NV</u>	Company Address: <u>POWER &amp; FACILITIES SECTION METRO TRANS.</u>
Company Phone: <u>(775) 335-1908</u>	Company Phone: <u>(206) 684-2260</u>
Contact Person: <u>TINA WU</u>	Contact Person: <u>STEPHANIE ERICKSS</u>
Dates: <u>CURRENT CONTRACT</u>	Dates: <u>ROOFS 2009</u>

## Bid Opening Label

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

<b>U R G E N T – SEALED BID ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
<b>T N E G R J</b>	 King County Procurement & Contract Services Section Chinook Building, 3 <sup>rd</sup> FL CNK-ES-0340 401 Fifth Avenue Seattle, WA 98104
	<b>Bid No. 1008-10-MZS</b>
	<b>Bid Title Barrel Vault Bus Shelter Roof</b>
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	