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

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
513083	1	1

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

CREATION DATE	BUYER
08-JUN-11	M,Schumacher
DATE OF REVISION	**BUYER**
08-JUN-11	M Schumacher

VENDOR:
MACDONALD-MILLER FACILITY SOLUTIONS
PO BOX 47983
SEATTLE,WA 98146-7983

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

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	33809	Net30days	Paid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
DENNIS SMITH (206) 396-8596	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	FURNISH CHILLER MAINTENANCE, REPAIR, PARTS AND SUPPLIES AS REQUESTED BY AUTHORIZED KING COUNTY AGENCIES, DEPARTMENTS AND DIVISIONS DURING THE PERIOD JUNE 8, 2011 THROUGH AUGUST 29, 2015, IN ACCORDANCE WITH KING COUNTY ITB 1141-10-MZS AND RESPONDING BID OF MACDONALD MILLER., BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. THIS IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES. INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT. Purchase Agreement Effective From: 08-JUN-11 To: 29-AUG-15	Amount Agreed:					

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

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

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

TOTAL

Authorized signature

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Procurement and Contract Services Section
Department of Executive Services

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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
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THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
08-JUN-11	M Schumacher
DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	33809	Net30days	Paid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
DENNIS SMITH (206) 396-8596	

LINE	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

Authorized signature

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Invoices: Invoices must reference the purchase order number.

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

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

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

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

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

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

Invitation to Bid

King County

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

ADVERTISED DATE: JUNE 3, 2010

Invitation to Bid (ITB) Title: Chiller Maintenance, Repair, Parts and Supplies

ITB Number: 1141-10-MZS

Due Date: July 1, 2010 - 2:00 p.m.

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

Term Service Requirement

Furnish Chiller Maintenance, Repair, Parts and Supplies in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: $ 153,333.00
(See Subsection 6.5)

PRE-BID CONFERENCE

See Attachment A for the Pre-Bid Conference and Site Inspection schedule

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

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered** 1 **to** 5 have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name		
MacDonald Miller Facility Solutions		
Address		City/State /Postal Code
7717 Detroit Ave SW		Seattle, WA. 98106
Signature Mike Morceau	Print name and title Mike Morceau - Senior Account Manager	
Email	Phone	Fax
mike.morceau@macmiller.com	206-768-3834	206-768-3835
SCS/DBE Certification Number		

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

SECTION 1 Instruction To Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

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

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

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

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

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

1.3 Electronic Commerce and Correspondence

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

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

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

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

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

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

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

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

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

2.5 Forms Required Before Contract Award

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

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

*If not on file with the County

2.6 Rejection of Bids

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

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

2.7 Single Bid Receipt

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

2.8 Public Disclosure of Bids

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

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify

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

2.9 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

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

3.3 Invoices and Payment

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

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

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

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

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

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

posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

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

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

B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

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

D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

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

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

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

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

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

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment 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 $125,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 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 ½ 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

A. Services

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

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

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

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

B. Parts and Supplies

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

Pricing shall be based on the original catalog or price list until the County has accepted a subsequent catalog or price list. The County may accept a new catalog or price list by using it to determine pricing in future orders. If the County determines the prices contained in new catalogs or price lists are not fair and reasonable, the County may re-bid or purchase the items through any other means available.

4.5 Shipping Charges

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

4.6 Packing Slips

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

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

4.7 Use Report

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

4.8 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

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

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

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

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

4.9 Warranty Remedies

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

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

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

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

4.10 Pricing of Spare Parts

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

4.11 Product Return

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

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

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

4.12 Hazardous Chemical Communication

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

4.13 Disability Assurance Compliance (504/ADA)

The Contractor shall complete a 504/ADA Self Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 (ADA). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

4.14 Independent Status of Contractor

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

4.15 Non-Disclosure Obligation

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

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

4.16 Prevailing Wages

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

Bidders shall examine and be familiar with such requirements as applicable to the contract. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by the Contractor or a failure to include in the bid price adequate adjustments in such wages during the performance of the contract. A copy of the most recent prevailing wage

Washington State Prevailing Wage Schedule and a copy of the Benefit Code Key are attached (Attachments C and D respectively). Washington State Prevailing Wage Schedule and Benefit Code Key may also be found at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp and, for federally funded contracts, the Davis Bacon Wage Rate Schedule at (http://www.access.gpo.gov/davisbacon .

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

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

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

4.17 Insurance Requirements

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

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

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

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

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

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

SECTION 5 Technical Specifications

5.1 Introduction of Specifications

King County intends to award a contract for the supply and delivery of periodic air conditioning centrifugal and open drive chiller maintenance and repair services for chiller units, including parts and supplies, as required for various King County facilities. These buildings have chiller units from a variety of manufacturers. Agencies may request normal working hour maintenance and repair service and/or emergency service, as required in addition to any scheduled periodic maintenance services as listed in Subsection 6.5 Schedule 3.

5.2 Hours of Operation

A. Normal working hours:

Hrs: 8:00 a.m. – 5:00 p.m. Pacific Standard Time Monday through Friday

There will be no access to the facility outside of normal working hours including holidays and weekends, without previous authorization by the designated County representative.

B. Overtime Hours

Occur after the normal working hours listed in Subsection 5.2.A above, Monday through Friday including Saturday and Sunday. Overtime hours shall be authorized in writing by the designated County representative prior to the start of any work. Overtime hours shall be paid at the rate bid in Subsection 6.5, Schedule 2.

ANNUALS 43,683
MAINT $6,876

5.3 King County Facility Information and Locations

A. King County Facilities Management Division (FMD) Locations

King County FMD has numerous buildings located in the downtown Seattle corridor and throughout the rest of King County, including two (2) secured correctional facilities, which have a variety of mechanical systems and manufacturers as listed below.

Location	Description (ANNUALS)	Manufacturer	Model No.	Serial No.	No. Units	Operation / Usage
King County Norm Maleng Regional Justice Center (MRJC) 401 4th Ave N Kent WA 98032 Don Jones PH: 206-423-5433	Open Drive Chillers 56HRS X 120 = MATERIAL $1400 X 1.4 =	York $6,720 1960 $8,680.00	YKPB-PB H2-CVC YKPB-PB H2-CVC YKPB-PB H2-CVC	SKDM 737830 SKDM7378310 SKDM 742860	1 1 1	100% 100% 100%
King County Courthouse 516 - 3rd Ave Seattle, WA 98104 Olan Major PH: 206-510-5819	Chillers 56HRS X 120 = MATERIAL =	York 6,720 1,960 $8,680	YK GD FD H5 CT ES YK GD FD H5 CT ES YK CF CF P5 CH F	SCJM-316910 SCKM- 317050 SDNM 336580	1 1 1	100% 100% 100%
King County Administration Bldg. 500 4th Ave Seattle, WA 98104 Olan Major PH: 206-510-5819	Chillers 52HRS X $120 = MTL $550 X 1.4 =	Carrier 6,240 770 7,010	02XB451CE 02XR-274BGH64	49811 59440	1 1	100% 100%
King County Correctional Facility 500 5th Ave Seattle, WA 98104 Olan Major PH: 206-510-5819	Chillers 48HRS X 120 = MTL 1,000 X 1.4 =	York 5,720 1,140 $6,860	YK DF DG Q7 CK F YK DF DG Q7 CK F	SLNM 548210 SLNM 548100	1 1	100% 100%

Location	Description	Manufacturer	Model No.	Serial No.	No. Units	Operation / Usage
King County Juvenile Court & Detention Center – Youth Service Center 1211 E Alder Seattle, WA 98122-5598 Douglas Boese PH: 206-713-4733	Chillers 16HRS X 120 = MTL 300 X 1.4 =	Carrier $1,920 420 2,340	30GXN249-F-640CL	3102F70012	1	100%
Chinook Building 401 - 5th Avenue Seattle, WA 98104 Olan Major PH: 206-510-5819	Chiller 64HRS X 120 = MTL 900 X 1.4 =	Carrier 7,680 1,260 $8,940	19XRV30322ZZ BGS64 19XRV30322ZZ BGS64	72823 72822	1 1	100% 100%

B. **King County International Airport (KCIA)**

King County's Airport Division has one (1) building with chiller units which have a variety of manufacturers as listed below. The Contractor's employees are required to obtain an ID badge while providing services at the KCIA. (See subsection 5.13).

Contact Information:

Raleigh Salazar
206- 296-7408; or

Kelly Campbell
206-296-7390

Location	Description	Manufacturer	Model No.	No. Units	Operation / Usage
King County International Airport – Airport Office Center (AOC) 9010 E Marginal Way S Seattle, WA 98108	Chillers 32HRS X 120 = MTL 600 X 1.4 =	McQuay $3,840 8,40 $4,680	ALR155C	2	100%

C. King County Wastewater Division (WTD)

WTD has three (3) buildings with chiller units which have a variety of manufacturers as listed below.

Contact Information:

Al Brooks
Wastewater Maintenance Supervisor
PH: 206-263-3902

Location	Description	Manufacturer	Model No.	No. Units
West Point Treatment Plant 1400 Utah Street West Seattle, WA 98199	Chiller Condensers	Ross	UE46WEGB2EHW-2	1
			UE41W4EGB2EHWD-S	1
	Chiller System	Trane	CGWD040CGOHAT101FFOUG	1
			CGWC0801RJJNJJ423BEPT	1

MAINT 12 X 8 HRS = 96 HRS X $120 = $11,520
ANNUAL 1 X 24 HRS = 24 HRS X $120 = 2,880
MTL 400 X 1.4 = 560
$14,960

TOTAL HRS = 444
TOTAL COST MTL = $6,550

5.4 Building Additions and Deletions

The County reserves the right to add or delete buildings and chiller units based on the existing Contract pricing "as needed" during the Contract term.

5.5 Site Access

The authorized King County representative will provide site access to the Contractor and/or Contractor's service personnel.

Minimum Requirements

5.6 Contractor Qualifications

A. The Contractor shall be duly registered and/or licensed as may be required by State [RCW 39.06.010;1967 c 70 §3] and local laws and provide written evidence of compliance within five (5) days of the County's written request, including via email or fax.

B. The Contractor shall be bonded and insured and have at least five (5) years prior successful experience providing the services and equipment described herein. Specifically, the Contractor shall be a manufacturer or authorized distributor of the equipment with service and repair capabilities.

C. The Contractor shall be required to maintain adequate resources to obtain required materials and provide sufficient personnel to perform the specified work and the terms and conditions of this ITB. The Contractor shall have facilities, skilled and trained personnel, equipment and supplies available to complete the services described herein. Contractor's service personnel shall be knowledgeable and capable of diagnosing and repairing problems with the chiller units. Contractor's service personnel shall be directly employed by the Contractor, possessing all required licenses including, but not limited to, the appropriate City of Seattle Journeyman Mechanic license.

D. The Contractor shall be operating out of a commercial facility which shall be open, available and accessible a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 5:00 p.m. Pacific Standard Time Monday through Friday. Contractor shall maintain a telephone system with twenty-four (24) hour, seven (7) days per week service with the ability to contact and dispatch Contractor's service personnel.

5.7 Preventative Maintenance and Repair Services

A. Contractor shall perform all required preventative maintenance and repair services for the chiller units as requested in writing by an authorized County representative, including notification via fax or email. Services shall be performed onsite at the designated County location.

1. All Contractor employees performing work under this Contract shall be satisfactory to King County.
2. Contractor's employees shall have visible company identification while on County property.
3. All work shall be performed in accordance with generally accepted industry standards and practices.
4. Except where specifically stated otherwise, the Contractor shall furnish all labor, tools, materials, replacement parts, equipment, consumables, supplies and supervision necessary to perform the service or work in accordance with all the terms, conditions and specifications contained herein.

No claim by the Contractor of their inability to provide such labor, equipment, material and supplies shall be considered unless specifically so provided for under this specification and subsequent Contract.

a. Contractor shall not charge the County for the rental of equipment required to perform the work.

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

c. Contractor's Security of Its Equipment

The Contractor shall be responsible for the security of its equipment and material on the site. The County will not take any responsibility for missing or damaged equipment, tools, or personal belongings.

5. All maintenance and repairs of County buildings and equipment will be on a time and material bases in accordance with the pricing in Subsection 6.5 Schedule 2 unless part of a Preventative Maintenance service call.

B. The Contractor may determine that more than one (1) technician or helper needs to be utilized in performing some of the services specified in this Contract. Any job requiring more than one (1) technician and/or helper shall have prior written approval by the designated County representative.

C. Upon arrival at each site, the Contractor shall:

1. Check in with the designated County contact person for that site;

2. Evaluate the materials, parts and labor required to complete the repair; and

3. Provide a job quote for all work based on established Contract rates, including:

a. A written cost estimate for all costs for:

(1) Maintenance / repair services; and

(2) Replacement parts.

b. Availability of replacement parts; and

c. Required lead-time, if any.

All quotes shall be reviewed and approved in writing by the designated County representative prior to the start of all work.

4. Additional Work

a. Contractor shall advise the onsite County contact if any additional work is required and when the Contractor will return to complete the work.

b. Contractor shall obtain written approval, including via fax or email, from the County for additional work that is expected to exceed the original estimate by more than ten (10) percent.

5. Service Call and Status Report

Contractor shall prepare a service call or status report detailing the work performed during a repair service call or a preventative maintenance inspection. Contractor shall leave a copy of the service call report onsite with the designated County contact person after completing a service call.

a. The report shall include at a minimum:

(1) Arrival Time;

(2) Departure Time;

(3) Brief Summary of Service Request;

(4) Detailed Summary of the work performed including all parts and/or equipment repaired and/or replaced; and

(5) A summary of any additional work required or that the Contractor recommends, including a checklist indicating what items were inspected, the findings of the tests and checks, and which items require repair and/or replacement.

b. The designated County representative may review, at any time, the services provided and reports submitted to verify the required work is being properly and adequately performed.

D. Response Time

All work shall be performed by the Contractor during normal business hours (excluding nights, weekends, and Holidays) from 8:00 a.m. - 5:00 p.m. Pacific Standard Time Monday through Friday unless authorized in writing by the designated County representative.

1. Response time shall be defined as the amount of time between King County's initial contact with the Contractor or Contractor's designated answering service and the time the appropriate parts or repair person arrives at the work site.

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

3. Initial Response

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

4. Normal Service Calls

a. The Contractor shall begin Work at any King County location no later than one (1) hour after the initial request for service unless otherwise directed by King County.

b. Completion of Repairs

(1) KCIA and WTD

Repair of the chiller unit(s) shall be completed within eight (8) hours of contacting the Contractor unless otherwise mutually agreed upon.

(2) FMD

Repair of the chiller unit(s) shall be completed within three (3) hours of contacting the Contractor unless otherwise mutually agreed upon.

5. Emergency Service

a. The Contractor shall respond to an emergency call 24 hours a day, seven (7) days a week.

b. Work at any King County location shall begin no later than one (1) hour after the initial request for service unless otherwise directed by King County.

c. Completion of Repairs

(1) FMD

Unless otherwise specified in this document, emergency repairs shall be completed within two (2) hours of the County contacting the Contractor unless otherwise mutually agreed upon in writing.

(2) KCIA

Unless otherwise specified in this document, emergency repairs shall be completed within four (4) hours of the County contacting the Contractor unless otherwise mutually agreed upon in writing.

(3) WTD

Unless otherwise specified in this document, emergency repairs shall be completed within eight (8) hours of the County contacting the Contractor unless otherwise mutually agreed upon in writing.

d. The successful Bidder shall have a demonstrated ability to make emergency repairs within the required time frame.

E. Preventative Maintenance Requirements

1. Contractor shall perform at a minimum the following preventative maintenance (PM) and any other routine maintenance functions as required by the equipment manufacturer and/or industry practice and standards during the scheduled PM service calls:

a. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.

b. Lubricate all equipment where needed to permit bearings, gears and all contact wearing points to operate freely and without undue wear.

c. Inspect all condenser tubes and determine whether brushing is necessary. If the County requests the Contractor to brush the tubes, the Contractor shall perform this task as part of the service contract on all equipment listed.

d. Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.

e. Calibrate all operating controls, pressure and temp cutout switches, sensing, monitoring, output, safety controls including read-out devices for:

(1) Proper ranges;

(2) Accuracy;

(3) Settings; and

(4) Optimum efficiencies.

f. Inspect all of the following and adjust as needed:

(1) Check refrigerant and oil levels. Add oil and refrigerant as necessary.

(2) Check oil sump, oil heaters and temperatures.

(3) Check and test all operating and safety controls.

(4) Start the chiller to check the starter operation and calibrating controls.

(5) Check the entire chiller unit, including any disassembled joints, for leaks and identifying all leak sources for repair.

(6) Check the logging operating conditions after system and chiller unit stabilization.

g. Review operating procedures and King County's log with the on duty operator.

h. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

2. If the Contractor discovers an item that requires immediate repair or is a safety hazard, Contractor shall contact the designated onsite County representative for approval. No repairs shall be made without prior written approval.

3. Any additional work outside of the specifications outlined in Subsections 5.7.E and 5.7.F shall be billed on a time and materials basis. All materials other than items included in the regularly scheduled preventative maintenance service shall be billed using the mark up percentage offered in Subsection 6.5 Schedule 1.

F. Additional preventative maintenance requirements

Contractor shall perform the following preventative maintenance (PM) and any other routine maintenance functions as required by the equipment manufacturer and/or industry practice and standards during the scheduled PM service calls in addition to the requirements in Subsection 5.7.E above:

1. Monthly checks **(WTD only)** shall include:

a. Push test switch to ensure panel light function;

b. Check RM temperature and humidity to ensure chiller unit is operating within acceptable limits;

c. Inspect air filters and replacing as required;

d. Check and clean water strainers; and

e. Check and replace humitronic bottles, when applicable.

2. Semi-Annual checks shall be pre-scheduled a minimum of two (2) weeks in advance with the designated County representative and shall include checking:

a. Condenser and evaporator is properly operating (fan should turn freely);

b. Power connection and terminals; ensure screws fasteners are tightened;

c. The superheat and sub cooling settings to ensure they are according to manufacture recommendation (advise County of any required changes);

d. The condenser temperature and suction pressure to ensure they are set according to the manufacturer's recommendation (advise County of any required changes);

e. Evaporator oil, refrigerant sight glass, condensate pan and drain, contraction points, electrical connection, refrigerant pressures, refrigerant superheat, and refrigerant sub-cooling; and

f. Electrical voltage operating amperage.

3. Annual Tests and Checks

Annual tests and checks shall be pre-scheduled a minimum of two (2) weeks in advance with the designated County representative and shall include:

a. Flush & clean condenser/evaporator; and

b. Conduct system pressure test for condenser leakage;

c. Take an oil sample and report the analysis results;

d. Check gauges and indicator lights;

e. Inspect starter arc shields, capacitors, coil faces, fuses, heaters, linkages, resistors, transformers and wire insulation;

f. Replace:

(1) Oil filter

(2) Drive coolant and filter

(3) Refrigerant filters; and

g. Check and Megger the compressor motor.

G. Parts and Supplies

1. Contractor shall provide a list of worn and failed parts along with a list of parts that appear to be near the end of their useful life that require replacement including their respective part numbers, where applicable, and the current Contract pricing.

H. Chiller Maintenance Schedule

1. Upon request, the Contractor shall provide a maintenance schedule including maintenance guidelines and a checklist (see Subsection 5.15.A) for each facility to the designated County contact prior to performing any preventative maintenance services.

2. The Contractor shall examine and maintain each chiller unit in accordance with the frequencies listed below:

Location	Frequency
FMD	Semi-annually and Annually
KCIA	Semi-annually and Annually
WTD	Monthly, Semi-annually, and Annually

5.8 Replacement Parts and Supplies

A. The Contractor shall provide replacement parts for all County chiller units.

1. All replacement parts and supplies shall be to specification of the original manufacturer or an approved equal to minimize depreciation and obsolescence and in order to protect the integrity of the door(s) and operating system(s).

2. Contractor shall submit any proposed substitutions to the designated King County representative for written approval prior to use in the King County unit.

3. Unless otherwise authorized in writing by the designated County Representative all parts and supplies:

   a. Shall be new and in perfect working condition;

   b. Used, demonstration, rebuilt or remanufactured parts and equipment shall be unacceptable; and

   c. No aftermarket items will be accepted.

4. The replaced part shall remain the property of the County, unless the designated County representative requests in writing that the Contractor dispose of the replaced part.

B. Parts Availability

The Contractor shall be required to maintain sufficient stock to insure prompt delivery. The Contract involves items which are necessary to perform critical King County services. Any delay in delivery could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.

1. In-Stock Orders / Frequently Used Parts

   Unless otherwise agreed upon in writing by an authorized County representative, parts identified as frequently-used parts shall be provided by the Contractor as soon as possible and no later than two (2) working hours after receiving a job order from King County. There shall be no shipping or freight charges on any stock orders.

2. Non-Stock Orders

   Delivery for non-stocked parts shall be as soon as possible and no later than three (3) business days. There shall be no shipping or freight charges on any non-stock orders.

3. Non-Stock Rush Orders

   Rush or overnight delivery may incur shipping or freight charges. King County will not accept nor authorize payment for freight charges unless rush delivery was specifically requested in writing, including fax or email, by an authorized County representative. Freight charges shall not exceed the actual freight charges for those items ordered.

4. Emergency Repairs

   Unless otherwise agreed upon in writing by an authorized County representative, Contractor shall provide parts for emergency repairs as soon as possible and no later than two (2) hours after receiving a job order from King County.

   Freight charges shall be handled as for a non-stock rush order in Subsection 5.8.B.3.

5.9 Site Maintenance

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

5.10 Damage to Existing Property

Contractor shall execute all work in an orderly and careful manner with due consideration to the existing structure, surface finishes and facility usages.

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

5.11 Post Award Site Visits

Upon award of a Contract, the Contractor shall visit each King County facility to meet with the designated County representative to identify the chiller units and to establish a list of the most frequently used replacement parts.

5.12 King County Escort

Some King County agencies, for example King County Adult and Juvenile Detention, may require and provide an escort for the Contractor's technician at the Correctional Facility during maintenance and repair work.

5.13 King County ID Badge

KCIA requires that Contractor's service technicians working onsite at the KCIA obtain an ID badge. Forms are available at the Reception desk on the second floor of the Main Terminal Building located at 7277 Perimeter Road South, Seattle, WA 98108-3844.

5.14 Background Checks

All of the Contractor's employees performing work under this Contract at the secured locations listed below shall undergo and pass a background investigation conducted by King County Department Adult and Juvenile Detention (DAJD). The apparent successful Bidder shall submit a list of the employees who will be performing work under this Contract at these secured locations to the background check coordinator prior to Contract award (see Subsection 5.14.D). The Contractor shall not perform any work at these secured facilities until the background checks have been completed and approved by King County.

A. Secured Facilities

Locations requiring a background check including contact information for the background check coordinator are:

1. Maleng Regional Justice Center (MRJC)

   Contact:

   - DAJD Sgt. Roderick Dreyer at 206-205-2153, roderick.dreyer@kingcounty.gov or
   - FMD Detention Superintendent Rick Foster at 206-205-8803, rick.foster@kingocunty.gov.

2. King County Correctional Facility (KCCF)

   Contact:

   - DAJD Sgt. David Bliss at 206-296-1209, david.bliss@kingcounty.gov

3. King County Youth Services Center

   - DAJD Sgt. Dana Calise at 206-205-9620, dana.calise@kingcounty.gov

B. New Employees

Contractor shall submit the names of new employees during the Contract term for a background check before assigning them to perform the work of this Contract at one of the secured facilities.

5.15 Submittals

A. Maintenance Guide and Check List

Contractor / Bidder shall supply a recommended maintenance schedule / guide and check list which meets industry standards within ten (10) days after Contract Award.

B. Parts and Supplies Catalogs and Published Price Lists

During the Contract term, at no additional cost to the County, Contractor shall furnish all necessary catalogs, published price lists and/or latest dated published manufacturer's net price lists for other related items to the County, at no additional cost, within two (2) weeks from the date of request by the County. Price lists can be in hard copy, disk or electronic format.

C. Employee List for Background Checks

Bidder shall submit a list of employees requiring a background check pursuant to Subsection 5.14 within five (5) days of notification from the County prior to Contract Award. Failure to submit this required information may result in rejection of the bid.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

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

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

6.2 Delivery

Delivery is required as soon as possible and not later than the requirements in Subsection 5.8.B after verbal placement of an order. Bid prices shall include delivery, FOB destination, to the location designated at the time or order placement.

6.3 Bidder's Order and Delivery Plan

A. General Contact Information

Physical Address: 7717 Detroit Ave SW Seattle, WA 98106

Mailing Address: P.O. Box 47983 Seattle, WA 98146

Name of Contact Person: Mike Morceau

Email: mike.morceau@macmiller.com

Telephone No. (Local/Toll Free): (206) 768-3834

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

Name of Emergency Contact Person: Darryl West

Emergency Telephone No. (800) 962-5979

Email: service@macmiller.com

State hours and days of operation:

Hours: 7:00 **a.m. to** 5:00 **p.m. Days:** Monday **to** Friday

B. Service Facility

The Contractor shall provide a separate list of the following:

1. Location(s) of all service facilities if different than the information provided in subsection 6.3.A, including address, contact name(s), title(s), telephone number(s), fax number(s), and email address for the contact(s) at each facility.
2. Names, telephone number(s), fax number(s), and email addresses of Contractor's personnel responsible for taking orders (including maintenance) and initiating delivery.
3. Contractor's contact in case of delivery of irregular or defective parts, supplies, equipment or failure to deliver within the requirements of the Contract.

6.4 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 __0__ **%** - __0__ **Days, Net** __0__

6.5 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. **To be considered responsive, Bidders shall bid on all items in all schedules. Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed in all of the schedules.**

A. **Schedule 1 – Parts and Supplies**

The unit price shall include all delivery costs including any and all packaging, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices unless pre-approved by King County.

For bid evaluation purposes Bidders shall assume the Estimated Annual Usage for Parts and Supplies as listed in Schedule 1. Bidders shall state below the **Markup Percent** (if any) over the Contractor's cost offered on Parts and Supplies. The **Markup** is calculated by multiplying the Estimated Annual Usage quantity times the Markup Percentage (if any). If no Markup Percentage 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.	$ 15,000.00	Parts and Supplies	40 %	$ 6,000	$ 21,000

B. **Schedule 2 – Maintenance / Repair Service**

Schedule 2 provides labor rates for on-call maintenance and repair services unless otherwise specified in this document. For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for maintenance/repair service. King County will not accept separate charges for travel time and mileage, including travel time to obtain any necessary part(s) to complete the repair. Labor hours shall be only billed for actual hours worked at the County facility. Labor hours shall be billed in 15 minute increments.

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	84	HR	Straight Time Maintenance / Repair Services during normal working hours (one person) (8:00 a.m. – 4:59 p.m. Monday - Friday)	$ 115.00	$ 9,660.00
2.	128	HR	Straight Time Maintenance / Repair Services during normal working hours - Crew (two people) (8:00 a.m. – 4:59 p.m. Monday - Friday)	$ 115.00	$ 14,720.00
3.	58	HR	Overtime Maintenance / Repair Services (one person) (after 5:00 p.m. – 7:59 a.m. Monday – Friday and all day Sunday & Saturday, and Holidays)	$ 162.00	$ 9,396.00
4.	188	HR	Overtime Maintenance / Repair Services – Crew (two people) (after 5:00 p.m. – 7:59 a.m. Monday – Friday and all day Sunday & Saturday, and Holidays)	$ 162.00	$ 30,456.00
				Schedule 2 Total	**$** 64,232.00

C. **Schedule 3 – Preventive Maintenance Service**

Travel time and mileage costs shall be included in the Unit Price and are not otherwise reimbursable including travel time to obtain any necessary part(s) to complete the repair.

Item #	Qty	UOM	Description	Unit Cost	Cost Per Year
1.	2	Per Year	FMD - Semi-annual PM Service	$	$
2.	1	Per Year	FMD - Annual PM Service	$	$
3.	2	Per Year	KCIA - Semi-annual PM Service	$	$
4.	1	Per Year	KCIA - Annual PM Service	$	$
5.	12	Per Year	WTD Monthly PM service calls	$	$
6.	2	Per Year	WTD - Semi-annual PM Service	$	$
7.	1	Per Year	WTD - Annual PM Service	$	$
				Schedule 3 Total	**$** See addendum

Total Bid Price (Schedules 1 + 2 + 3) $ 132,333.00