



KingCounty

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

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

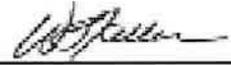
CONTRACTOR:
COMMERCIAL FILTER SALES & SERVICE
2715 6TH AVE S

SEATTLE, WA 98134 United States
Fax: (206) 4472572

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

CONTRACT		
CONTRACT NO. 519116	REVISION 4	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER MARY SCHUMACHER	
DATE OF REVISION 27-AUG-2013	BUYER MARY SCHUMACHER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
3233	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (206) 447-6933

DESCRIPTION
<p>Change Order #2 (08/26/12)</p> <p>This change order is issued to extend the contract purchase agreement for furnishing HVAC Air Filters as requested by authorized King County Agencies, Departments and Divisions during the period September 1, 2013 through December 31, 2013, in accordance with City of Seattle Contract No. 1981, incorporated by reference as if fully set forth herein.</p> <p>* Estimated total contract value is \$ 25,000.00</p> <div style="text-align: right; margin-top: 20px;">  _____ Authorized Signature </div>



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CONTRACTOR:
COMMERCIAL FILTER SALES & SERVICE
2715 6TH AVE S

SEATTLE, WA 98134 United States
Fax: (206) 4472572

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACT

CONTRACT NO. 519116	REVISION 1	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER MARY SCHUMACHER	
DATE OF REVISION 27-SEP-2012	BUYER MARY SCHUMACHER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
3233	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (206) 447-6933

DESCRIPTION

Change Order #1 (09/27/12)

This change order is issued to extend the contract purchase agreement for furnishing HVAC Air Filters as requested by authorized King County Agencies, Departments and Divisions during the period September 1, 2012 through August 31, 2013, in accordance with City of Seattle Contract No. 1981, incorporated by reference as if fully set forth herein.

Estimated total contract value is \$ 25,000.00

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.

Authorized Signature



VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
 700 – Fifth Avenue, Suite 4112
 PO Box 94687
 Seattle, WA 98124-4687

Vendor Contract # 0000001981	Date 08/01/2012	Change Order # 3
Payment Terms Net 30	Freight Terms Prepaid & Allowed; FOB Destination	
Buyer: Wiley Thompson	FAX: 206-233-5155	Phone: 206-684-4515

Vendor #: 0000016609
 Commercial Filter Sales & Services
 2715 6th Ave. So
 Seattle, WA 98134

Contact: Eric Kongelbak
 Phone # 206-447-6933
 Fax: 206-447-2572
 EM: eric@commercialfiltersales.com

Ship To: City Departments
Bill To: Ordering City Departments

CHANGE ORDER #3: ISSUED TO EXTEND THE CONTRACT TO 08/31/2013. NO OTHER CHANGES MADE.

COMMERCIAL FILTER SALES & SERVICE is awarded a contract change order to supply the City of Seattle with HVAC AIR FILTERS for an additional two year term, from 09/01/2010 to 08/31/2012, per Attachments #2 Scope of Work; Attachment#3 Pricing; Attachments #4, Terms and Conditions, Attachment #5 Insurance and; Attachment#6, Equal Benefits, (all in receipt). The City retained the option to extend or renew this Contract at the City's discretion for one (1) additional year.

Contract Summary

Initially Awarded	08/14/2006 (As contract #1917)
Change Order #1	Changed contract number from 1917 to 1981
Change Order #2	Extended contract for an additional two year term to 08/31/2012.
Change Order #3	Extends contract from 09/01/2012 to 08/31/2013

Orders shall be placed by CITY DEPARTMENTS. Invoices shall be mailed in duplicate to CITY DEPARTMENT placing the order, Attn: Accounts Payable. Each invoice shall indicate Contract #0000001981.

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

Authorized Signature/Date  8/01/12
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City Purchasing

Current Contract Information

General Information 206-684-0444

ALERTS

**This contract is not intended for anything that is more properly classified as Public Works.
 This contract is limited to only those items expressly provided for in this contract.
 Do not use for federally funded purchases without a specific review for your grant funding requirements.**

Contract Title HVAC AIR FILTERS		Contract # 1981	
Buyer	Name: Wiley Thompson	Phone: 206-684-4515	E-Mail: Wiley.thompson@seattle.gov
Vendor	Commercial Filter Sales & Services		ID# 0000016609
Vendor Address	Street City/State: 2715 6 th Ave So. Seattle, WA		Zip 98134
Vendor Contact	Name: Eric Kongelbak		
	Phone: 206-447-6933	Fax: 206-447-2572	E-Mail:
WMBE Status	No WMBE ownership		
Description	<ul style="list-style-type: none"> This contract is a result of an Invitation to Bid #ITB2711, dated 07/13/06 		
Contract Term	09/01/2012 through 08/31/2013		
Future Extension Option	None		
Freight Terms	Prepaid & Allowed: FOB Destination		
Prompt Pay Discount	None		
Delivery ARO			
Order Instructions	For Use By: All City Dept's	Order Limit: N/A	
Contracting Options	X This is the only City contract for this product. Unless a separate competitive process is undertaken, this contract must be used when a product is sought that matches contract offerings.		
Contract Change History  hcac co.pdf	Contract Start date		08/01/06
	Change Order #1 – Change contract number to 1981		10/17/06
	Change Order #2 – Extend contract to 08/31/2012		08/31/2010
	Change Order #3 Extends contract from 09/01/2012 to 08/31/2013		
	Change Order #4-		



Finance and Business Operations Division
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 Seattle, WA 98104

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VENDOR:

COMMERCIAL FILTER SALES & SERVICE
 2715 6TH AVE S
 SEATTLE, WA 98134

SHIP TO

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

BILL TO

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

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
519116	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
10-AUG-11	K, Maryott	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	17579	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(206) 447 6933	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	FURNISH COMMERCIAL AIR FILTERS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH CITY OF SEATTLE CONTRACT # 1981 INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. TOTAL CONTRACT VALUE \$25,000.00 Purchase Agreement Effective From: 10-AUG-11 To: 31-AUG-12						
		Amount Agreed:					

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

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

ACCEPTANCE:

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

TOTAL

[Signature]
 Authorized signature

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Invoices: Invoices must reference the purchase order number.

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

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

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

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

Certification Regarding Debarment, Suspension and Other Responsibility

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

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



City Purchasing

Current Contract Information

General Information 206-684-0444

ALERTS

**This contract is not intended for anything that is more properly classified as Public Works.
 This contract is limited to only those items expressly provided for in this contract.
 Do not use for federally funded purchases without a specific review for your grant funding requirements.**

Contract Title HVAC AIR FILTERS		Contract # 1981	
Buyer	Name: Wiley Thompson	Phone: 206-684-4515	E-Mail: Wiley.thompson@seattle.gov
Vendor	Commercial Filter Sales & Services		ID# 0000016609
Vendor Address	Street City/State: 2715 6 th Ave So. Seattle, WA	Zip 98134	
Vendor Contact	Name: Eric Kongelbak		
	Phone: 206-447-6933	Fax: 206-447-2572	E-Mail:
WMBE Status	No WMBE ownership		
Description	<ul style="list-style-type: none"> This contract is a result of an Invitation to Bid #ITB2711, dated 07/13/06 		
Contract Term	Initial term: Four years, 08/01/06 to 7/31/2010 (Initially awarded under contract #1917)		
Future Extension Option	3 year extension option (2 years & 1)		
Freight Terms	Prepaid & Allowed: FOB Destination		
Prompt Pay Discount	None		
Delivery ARO			
Order Instructions	For Use By: All City Dept's	Order Limit: N/A	
Contracting Options	XThis is the only City contract for this product. Unless a separate competitive process is undertaken, this contract must be used when a product is sought that matches contract offerings. Call the Buyer for advice.		
Contract Change History	Contract Start date	08/01/06	
	Change Order #1 – Change contract number to 1981	10/17/06	
	Change Order #2 – Extend contract to 08/31/2012	08/31/2010	
	Change Order #3		
	Change Order #4-		



hcac co.pdf



City Purchasing

Current Contract Information

General Information 206-684-0444

Comprehensive Contract	Current Pricing	Original ITB / RFP
 hilti comp.pdf	 hvac price.pdf	 hvav itb.pdf

Vendor Emergency Contact Information

Emergency Contact Name	Eric Kongelbak
Emergency Phone Number	206-447-6933
Back-Up Emergency Phone Number	
Contact information for company locations areas outside Seattle that can be called upon in an emergency Alternative Address	



VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
 700 – Fifth Avenue, Suite 4112
 PO Box 94687
 Seattle, WA 98124-4687

Vendor Contract # 0000001981		Date 10/17/06	Change Order # 1
Payment Terms Net 30	Freight Terms Prepaid & Allowed; FOB Destination		
Buyer: Wiley Thompson	FAX: 206-233-5155	Phone: 206-684-4515	

Vendor #: 0000016609
 Commercial Filter Sales & Services
 2715 6th Ave. So
 Seattle, WA 98134

Contact: Eric Kongelbak
 Phone # 206-447-6933
 Fax: 206-447-2572

Ship To: City Departments
Bill To: Ordering City Departments

CHANGE ORDER #1: ISSUED TO CHANGE CONTRACT #0000001917 TO CONTRACT #0000001981. NO OTHER CHANGES MADE.

COMMERCIAL FILTER SALES & SERVICE is awarded a contract for supplying the City of Seattle with HVAC AIR FILTERS for a four year term, from 08/01/06 to 07/31/10, per Attachments #2 Scope of Work, #3 Pricing, as established in Solicitation 2711 (Attachments #4, Terms and Conditions, #5 Insurance and #6, Equal Benefits document are in receipt.). The City retains the option to extend or renew this Contract at the City's discretion, upon mutual agreement of both parties for two (2) two year terms, as specified in Attachment #2, Scope of Work and Attachment #4, Terms and Conditions.

Orders shall be placed by CITY DEPARTMENTS. Invoices shall be mailed in duplicate to CITY DEPARTMENT placing the order, Attn: Accounts Payable. Each invoice shall indicate Contract #0000001981.

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

This contract is subject to Solicitation document 2711 and Contract responding Bid, dated July 27, 2006.

If prompt delivery/service or pick-up of contract materials cannot be affected, please notify Wiley Thompson, DEA/Purchasing Services, at 206-684-4515

Authorized Signature/Date
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The City of Seattle
PURCHASING SERVICES
 700 – Fifth Avenue, Suite 4112
 PO Box 94687
 Seattle, WA 98124-4687

VENDOR CONTRACT

Vendor Contract # 0000001981	Date 08/14/06	Change Order #
Payment Terms Net 30	Freight Terms Prepaid & Allowed; FOB Destination	
Buyer: Wiley Thompson	FAX: 206-233-5155	Phone: 206-684-4515

Vendor #: 0000016609
 Commercial Filter Sales & Services
 2715 6th Ave. So
 Seattle, WA 98134

Contact: Eric Kongelbak
 Phone # 206-447-6933
 Fax: 206-447-2572

Ship To:

City Departments

Bill To:

Ordering City Departments

COMMERCIAL FILTER SALES & SERVICE is awarded a contract for supplying the City of Seattle with HVAC AIR FILTERS for a four year term, from 08/01/06 to 07/31/10, per Attachments #2 Scope of Work, #3 Pricing, as established in Solicitation 2711 (Attachments #4, Terms and Conditions, #5 Insurance and #6, Equal Benefits document are in receipt.). The City retains the option to extend or renew this Contract at the City's discretion, upon mutual agreement of both parties for two (2) two year terms, as specified in Attachment #2, Scope of Work and Attachment #4, Terms and Conditions.

Orders shall be placed by CITY DEPARTMENTS. Invoices shall be mailed in duplicate to CITY DEPARTMENT placing the order, Attn: Accounts Payable. Each invoice shall indicate Contract #0000001917.

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

This contract is subject to Solicitation document 2711 and Contract responding Bid, dated July 27, 2006.

If prompt delivery/service or pick-up of contract materials cannot be affected, please notify Wiley Thompson, DEA/Purchasing Services, at 206-684-4515

Authorized Signature/Date

COMMERCIAL FILTER SALES & SERVICES, INC

2715 6th Avenue So.

Seattle, WA 98134

206-447-4933

206 447-2572 fax

Contact: Eric Kongelbak, Owner

HVAC AND OTHER MISCELLANEOUS FILTERS

GENERAL CONDITIONS

This Attachment #2 modifies form terms and conditions issued by the City and take precedence over such terms and conditions in the event that a provision of this Attachment #2 conflicts with any other provision of the contract, this attachment shall control.

SCOPE OF WORK

The Contractor shall supply the City of Seattle ordering departments with HVAC filters, including Viledon Air Filters, Nova and other generic filters, as requested, in various odd cut sizes. This includes pleated filters, standard capacity, pleated filters, high capacity, fiberglass filters, disposable cardboard framed

VILEDON FILTERS: Contractor shall provide a full range of Viledon Filters, including cut to order sizing.

PLEATED FILTERS: Contractor shall provide a full range of generic or Nova pleated filters in various commonly used sizes. Historically, the City has purchased and used primarily HVAC Minimum Efficiency Reporting Value (MERV) rated filters and will continue to do so. Essentially, these have been the MERV 7, 8, and 11 and are described as follows:

- a. Standard Capacity MERV 7: Pleated air filter incorporating a 100% synthetic media with and ASHRAE 52.1 average atmospheric efficiency of 25% to 30%. Average arrestance exceeding 90@ by weight. The 1” and 2” filters handle velocities up to 500 fpm and the 4” filters up to 625 fpm. Bonded to a metal grid in the air-exiting side, preventing fluttering, and maintaining uniformity of the pleats. The filter pack is enclosed in a heavy-duty, moisture resistant, die-cut frame that will not warp, crack or distort under normal operating conditions. The media pack is bonded to every part of the frame to prevent any possibility of air-pass. Filters can be used without modification in side-access filter housings or built-up filter banks.
- b. High Capacity MERV 8: Pleated air filter incorporating a 100% synthetic media with and ASHRAE 52.1 average atmospheric efficiency of 25% to 30%. Average arrestance exceeding 90@ by weight. The 1” and 2” filters handle velocities up to 500 fpm and the 4” filters up to 625 fpm. Bonded to a metal grid in the air-exiting side, preventing fluttering, and maintaining uniformity of the pleats. The filter pack is enclosed in a heavy-duty, moisture resistant, die-cut frame that will not warp, crack or distort under normal operating conditions. The media pack is bonded to every part of the frame to prevent any possibility of air-pass. Filters can be used without modification in side-access filter housings or built-up filter banks.

- c. High Capacity MERV 11: Pleated air filter incorporating a 100% synthetic media with and ASHRAE 52.2 average atmospheric efficiency of 25% to 30%. Average arrestance exceeding 90@ by weight. The 1” and 2” filters handle velocities up to 500 fpm and the 4” filters up to 625 fpm. Bonded to a metal grid in the air-exiting side, preventing fluttering, and maintaining uniformity of the pleats. The filter pack is enclosed in a heavy-duty, moisture resistant, die-cut frame that will not warp, crack or distort under normal operating conditions. The media pack is bonded to every part of the frame to prevent any possibility of air-pass. Filters can be used without modification in side-access filter housings or built-up filter banks.

Contractor shall maintain a sufficient inventory of MERV rated filters to accommodate the City’s request in a timely manner.

The Contractor, when requested, shall identify and provide suggested resolutions to filter problems, product recommendations, training, new product development, custom fabrications of filters and follow-up on product performance.

SPECIAL TERMS AND CONDITIONS

Sell new filters, provide parts and repair services: The Contractor shall sell new filters, and provide parts and repair services, for Viledon and generic filters.

Order Desk: Contractor shall provide a telephone service or “order desk” to receive calls from City departments for advice or assistance, recommendations on parts and repairs, and for receiving and processing phone orders. The Order Desk shall be available from 7:00 a.m. to 5:00 p.m. all business days except City holidays.

Provide Technical Expertise: Provide product support, including technical assistance, troubleshooting air filter problems, advice on economical order quantities, advice on changes on product design, product recommendations and follow-up on product performance. Provide by telephone the manufacturer’s technical engineering department for any problem relating to air filter use. Assist customers in making cost effective purchases and suggesting alternate products or methods.

Site Filter Surveys: Provide site filter surveys, training and customer fabrication of filters as requested and required by customer departments. Set up a site filter maintenance program for customers as requested by the City departments.

Adequate Inventory and Response Times: The supplier shall provide one business day response time and delivery for most orders placed by the City. Contractor will maintain adequate inventory to stock and provide same-day response on the most frequently ordered items, allowing City employees to purchase filters at the Contractor location or for delivery by the Contractor, within the same-day of placing the order.

Pick-Up Option: City employees may deliver and pick-up purchased products at the Contractors location, at the option of the City employee.

Delivery Option: The Contractor shall also provide a delivery service that will be available for routine orders. The Contractor will deliver products to the City location specified. There will not be an additional charge for delivery.

No Minimum Order: There shall be no minimum order size for this contract.

Warranty: Manufacturer warranty or better shall be provided for all new filters purchased from the Contractor and for repair services made by the Contractor, and shall be no less than 90-days parts and labor.

Pricing: Pricing shall be discounted below the “Net Distributors Current Price List,” that is in effect at the time that the City places the order. Prices will be adjusted as frequently as the Distributor pricing lists change with no minimum duration that such price lists must remain in effect. Contractor will provide catalogs and price lists to contract users upon request at no additional cost.

Invoicing: The Contractor shall provide a method for tracking the current “Net Distributors Current Price List,” and the discounted pricing, that can be easily tracked and verified by the City with each invoice. This includes providing invoices to the City that specify the “Net Distributors Current Price List” pricing for the product. Upon request by the City, the Contractor shall also provide access to the “Net Distributors Current Price List,” in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue prices that are within the term of the contract.

CONTRACT TERM, PRICING, OTHER PROVISIONS

Contract Term: This contract shall be for four years. Contract may be extended for an additional two and one year term.

Rates and Prices: Pricing on the Pricing Sheet (Bid Offer Form) is the discount rate that will be applied to all products throughout the duration of the contract. The Pricing Sheet (Bid Offer Form) specifies the most commonly purchased items, but the supplier may sell other filter products at the same discount rate. Pricing shall be manufacturer list price less the discount specified on the Pricing Sheet. No changes to the discount rate shall be provided to Contractor during the life of the contract including all extensions, except for reductions in the discount rate.

Cost Reductions: Any cost reductions to the Contractor, such as rebates or “specials”, shall be reflected in a reduction of the contract price effective immediately. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Contractor for corrections.

Expansion Clause: Contract may be expanded by the Buyer in writing to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed item.

Environmental Standards: The City seeks to ensure that all purchases comply with recent environmental standards and product specifications. The USEPA Standards for this product shall be a minimum specification, if any such standards have been published by the USEPA, unless specified otherwise herein. See <http://www.epa.gov/epaoswer/non-hw/procure/index.htm>

Factory Authorized Dealer: By submitting an Offer, the Contractor certifies that he is a factory authorized dealer/distributor of product quoted and is qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including available of spare parts and replacement unites.

Trial Period and Right to Award to Next Low Bidder: A ninety (90) day trial period applies to this contract(s) awarded as a result of the solicitation. During the trial period, the Contractor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City’s decision

shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive bidder by mutual agreement with such bidder. Any new award will be for the remainder of the contract and will also be subject to this trial period.

GENERAL AND ENVIRONMENTAL INDEMNIFICATION: The Contractor shall take all necessary precautions for prevention of accidents, injuries and property damage.

The Contractor shall indemnify, release, defend and hold the City and its officers, employees, and agents harmless from and against any and all (1) losses, claims, demands, actions, causes of action, damages, liabilities, judgments and expenses (including reasonable attorneys' fees and expenses and consulting fees and expenses) and (2) all other losses, claims, demands, actions, causes of action, damages, liabilities, judgments and expenses (including reasonable attorneys' fees and expenses and consulting fees and expenses) relating to any hazardous, dangerous or toxic material, waste, or substance, or other pollutant or contaminant, or to compliance, with any Environmental or Safety Law; arising out of or resulting from:

- i) the Contractor's performance or lack of performance under this Contract,
- ii) the violation of law or breach of this Contract by the Contractor or any of its employees, agents, or contractors, or
- iii) the release of any hazardous, dangerous or toxic material, waste, or substance, or other pollutant or contaminant resulting from Contractor's performance or lack of performance under this Contract or from the violation of law by, breach of this Contract by, or act or omission of the Contractor or any of its employees, agents or contractors under this Contract.

When the Contractor learns of a claim, or of circumstances reasonably likely to give rise to a claim, against the Contractor or the City, the Contractor shall immediately notify the City. In the event that any suit or claim based upon any such loss, claim, action, damage, expense, or liability is brought against the City, the Contractor, upon notice of the commencement thereof, shall defend the same at its sole cost and expense, except that the City may, at its option and the City's cost, participate in the defense with counsel of its choosing. If any final court judgment, alternative dispute resolution award or settlement be adverse to the City based on the City's sole negligence, the Contractor shall not be obligated to pay the judgment, award or settlement. In such case where the Contractor is not obligated to pay, if the City required the Contractor to undertake the City's defense, the City shall reimburse to the Contractor the amount of any reasonable attorney fees, litigation expenses and costs incurred by the Contractor in defending the City.

If both (1) a court of competent jurisdiction issues a final determination that RCW 4.24.115 governs the liability and no appeal of such determination is pending and (2) the liability was caused by or resulted from the concurrent negligence of (a) the Contractor or its officer, agent or employee and (b) the City or its officer, agent or employee, then these indemnity provisions shall be valid and enforceable only to the extent of the Contractor's negligence.

The Contractor shall pay every judgment, alternative dispute resolution award, settlement, and other liability for which the Contractor is responsible when payment is due. If the Contractor fails to do so, and the City pays the liability, the Contractor shall pay the City interest at the statutory rate for judgments, accruing from the date the City pays the liability.

The provisions of this section have been mutually negotiated and shall survive any termination or expiration of this Contract. In the event that this section conflicts with any other provision of the Contract, this section shall control. The Contractor expressly waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

LIABILITY INSURANCE: The Contractor shall secure, prior to the commencement of work for this project, and shall maintain at all times during the term of this Contract, at no expense to the City, policy or policies of insurance in accordance with Paragraph 26, of the City's Terms and Conditions, (Attachment #4).

NOTICE TO CITY OF LABOR DISPUTES OR OTHER CIRCUMSTANCES: Whenever the Contractor has knowledge that any actual or potential labor dispute threatens to delay the timely performance of the Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contract Administrator.

PRICING SHEET
Page 1 of 1

City of Seattle
VC #0000001981

TITLE: HVAC AND OTHER MISCELLANEOUS FILTERS

FREIGHT: Freight and delivery is to be included in the cost of each individual item.

Part 1: Viledon Filters

Specify the discount rate that will be applied to the Current Manufacturer List Price for any Viledon Filter product ordered by the City. If the discount rate varies based on product size or configuration, specify: .75

Confirm that you are a Certified Viledon Distributor/Dealer: Yes

Part 2: Generic Pleated Filter

	High Capacity	Specify the Current Manufacturer Current List Price	Specify the Discount Rate that will be applied to all orders	Specify the amount that the discount will reduce the current list price	Specify the total price including discount for each	(For purposes of bid award only) Estimated Annual Usage. Note: Actual orders will vary and no usage is guaranteed.	Calculated Extended Total Annual Cost using Manufacturer Current List Price less discount
12x24x1	Pleat HC	\$6.31	.44	\$3.54	\$2.77	54	\$149.58
12x24x2	Pleat HC	\$6.68	.44	\$3.74	\$2.94	109	\$320.46
16x20x1	Pleat HC	\$6.31	.44	\$3.53	\$2.78	75	\$215.25
16x20x2	Pleat HC	\$6.68	.44	\$3.74	\$2.94	619	\$1189.36
16x20x2	NOVA	\$5.80	.44	\$3.25	\$2.55	209	\$532.95
16x25x2	Pleat HC	\$7.56	.44	\$4.23	\$3.33	571	\$1901.43
16x25x2	NOVA	\$6.34	.44	\$3.55	\$2.79	378	\$1054.62
20x20x2	Pleat HC	\$7.56	.44	\$4.23	\$3.33	337	\$1122.21
20x20x2	NOVA	\$6.34	.44	\$3.55	\$2.79	260	\$725.40
20x24x2	Pleat HC	\$8.66	.44	\$4.85	\$3.81	146	\$556.26
20x24x2	NOVA	\$7.06	.44	\$3.98	\$3.11	283	\$880.13
20x25x1	Pleat HC	\$7.56	.44	\$4.23	\$3.33	124	\$412.92
20x25x2	Pleat HC	\$8.66	.44	\$4.85	\$3.81	379	\$1443.99
24x24x2	Pleat HC	\$9.87	.44	\$5.53	\$4.34	452	\$1961.68
24x24x2	NOVA	\$7.83	.44	\$4.38	\$3.45	387	\$1335.15

Attachment #3
Vendor Contract #0000001981
Contract Term: 09/01/06 thru 08/31/10

							TOTAL	\$14439.39
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1. It is MANDATORY that you provide a current Manufacturer List Price and a Discount Rate. If there is a calculation error in the extended price, the City will correct the extended price by using the Manufacturer List Price and the Discount Rate.
2. The above prices include and cover all duties, handling and transportation charges, and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer agrees to all the original City contract terms and conditions without exception.
3. Price Changes in future contract years shall be in accordance with the specifications.
4. **Prompt Payment Discount:** None.. Note: Prompt payment discount periods equal to (or greater than) 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
5. **This is an ALL OR NONE Bid.**
6. **Specify if the Business is located within the Seattle City Limits:** Businesses located and licensed within the Seattle City limits are eligible for Seattle tax consideration for purposes of calculation of low bid. This shall be equivalent to a reduction of the cost for purposes of bid evaluation only, of .019. Yes:

(Signed copy of this document is in Purchasing Services file.)

Full Legal Name of Company: _____

Signed By: _____ Print Name: _____

Date: _____

**City of Seattle
CONTRACT**

Terms and Conditions

1. **Entire Agreement:** This Contract (hereafter referred to as Contract), including all attachments, amendments and subsequently issued change notices, comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The City's Purchase Order, the Vendor Offer including all attachments, the Addendum to the Bid, the ITB specifications, the ITB instructions and ITB Attachments, are explicitly included in this Contract. Where there are conflicts between these documents, the controlling document will be in that same sequence, with the first taking priority over the last listed.
2. **Term:** Any term specified in the solicitation or specification shall prevail over the following. Should this be a one-time purchase, the Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after delivery and acceptance of last item. Should this be a continuous supply contract, this contract shall be for three years, with two extensions allowed, at two-years each. Such extensions shall be automatic, and will not require a written notice to take effect, unless either party provides advance notice of the intention to not renew. Such notice shall be given at least 45 days prior to the otherwise automatic renewal date.
3. **Schedule:** Unless the City's Buyer requests a change in schedule, the Contractor shall deliver the items or render the services by the "Last Item Due Date" stated on the Contract signature page. At the City's option, Contractor's failure to timely deliver or perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
4. **Scope of Work:** Contractor shall provide the products and/or services specified within this Contract.
5. **Payment:** Seattle agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review and authorization by the City. Such payment shall be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery an acceptance of all goods ordered, the acceptance by the City of completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars.
6. **Invoices:** Invoices must show a breakdown of services or products provided and price for each. **Invoices must specify the Name and Phone Number of the City employee that placed the order.**
7. **Overages/Underages:** Shipments shall match the purchase order, any unauthorized advance or excess shipments are returnable at Contractors expense. The City is not obligated to return overages and will not pay for overages.
8. **Taxes, Fees and Licenses.**

Taxes: Where required by state statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Seattle agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and Seattle agrees to furnish Contractor with an exemption certificate where appropriate.

Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

9. **Pricing.** Any adjustments in pricing shall be consistent to the solicitation specifications. If none, the following section shall apply: Pricing shall be fixed and firm throughout the original contract term or for two years, whichever date is earliest. At that time, the Contractor may submit a written request for a price increase. The written request is to be at least 45-days in advance. Thereafter, written request for price increases shall only be considered upon the contract anniversary date (at least 45-days prior to the contract anniversary date). Such requests shall consider the following:
- Price request shall be no greater than the total of changes to the CPI Index for King County or other pricing index appropriate to the particular product herein;
 - Not produce a higher profit margin than that on the original contract;
 - Clearly identify the items impacted by the increase;
 - Be accompanied by documentation acceptable to the Buyer sufficient to warrant the increase;
 - And remain firm for a minimum of 365 days.

The request shall be considered by the Buyer and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the Buyer.

The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or for other circumstances beyond the control of both parties, in the opinion of the Buyer.

For solicitations that include and provide instructions for annual Prevailing Wage adjustments, pricing adjustments shall additionally be consistent with such instructions.

Cost Reductions: During the term of this Contract, any price decrease the Contractor receives from its suppliers shall be reflected in a reduction of the prices in this Contract and effective as of the date of the supplier's decrease. In the event during the term of this contract the Contractor enters into lower pricing agreements with a customer with similar usage quantities, the Contractor shall promptly notify the City and offer such lower pricing to the City. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Contractor for corrections.

10. **Travel and Direct Charges:** If the specifications and scope of work for this purchase have specifically identified travel and/or direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, than no compensation will be given.
- City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses. Direct charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants or subcontractors.
 - The billing for direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
 - The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
 - **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach fare only. Receipts detailing each airfare are required.

- **Meals:** Meals will be reimbursed at the Federal Per Diem daily rate for the city in which the work is performed and do not require receipts or additional documentation. The City will not reimburse for alcohol at any time.
 - **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work was performed. Receipts detailing each day / night lodging are required. The City will reimburse at the single occupancy rate. As an alternative, lodging billed at the published Federal Per Diem daily rate for the city in which the work is performed does not require receipts or additional documentation. In this case, the invoice needs to state that "the lodging is being billed at the Federal Per Diem daily rate."
 - **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 48.5 cents per mile.)
 - **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses (the City will only pay for the rental of "Compact" vehicles unless three or more persons are sharing one vehicle in which case a "Mid-sized" vehicle rental is acceptable).
 - **Miscellaneous Travel** (e.g. parking, gas, taxi, shuttle, tolls, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
 - **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred. Receipts are required for all miscellaneous expenses that are billed.
 - **Subcontractor:** Subcontractor expenses will be reimbursed at the actual cost incurred. Copies of all subcontractor invoices that are rebilled to the City are required.
11. **Delivery.** Except when instructed otherwise, Delivery must be made during normal work hours and within timeframes proposed by Contractor herein and as accepted by Seattle. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours. Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor. All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in Purchase Order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather.
12. **Identification.** All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
13. **Charges for handling.** No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.
14. **Contract Notices, Deliverable Materials and Invoices Delivery.** Official Contract notices shall be delivered to the Buyer at the following addresses (or such other address (es) as either party may designate in writing):

If delivered by the U.S. Postal Service, it must be addressed to:

"buyers name"
 City of Seattle Purchasing and Contracting Services
 PO Box 94687
 Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, it must be addressed to:

"buyers name"
 City of Seattle Purchasing and Contracting Services
 Seattle Municipal Tower



700 5th Ave., #4112
Seattle, WA 98104-5042

Phone:
Fax:
E-Mail:

Project work, invoices and communications shall be delivered to the City Project Manager:

City of Seattle
Attention:
Address:
Phone:
FAX:
E-Mail

15. **Representations.** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
16. **Warranties:**
Product: Contractor warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, are properly package, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, that an MSDS Sheet is supplied as required by law, and that products or services conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of the Contractor or the rights of Seattle.
- Price: Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.
17. **Independent Contractor.** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.
18. **Inspection.** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
19. **Title, Risk of Loss, Freight, Overages or Underages.** Title of goods received under this contract shall remain with the Contractor until they are delivered to the address specified, at which time title passes to Seattle. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid and allowed. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
20. **Performance.** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
21. **Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment, Non discrimination in providing services**

Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race,



religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

Recordkeeping for Employment Actions: The Contractor shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefore, a report of the affirmative action taken by the Contractor in implementing the requirements of affirmative efforts in employment actions, and will permit access to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of affirmative efforts in employment actions.

Affirmative Efforts in Subcontracting: The Contractor shall utilize affirmative efforts to promote and encourage participation by women-owned and minority-owned businesses on subcontracting opportunities within the Vendor Contract scope of work. Contractor agrees to such efforts as a condition of this Vendor Contract. Affirmative efforts shall include those included in the Contractor's bid.

Record-Keeping for Subcontracts: The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Vendor Contract, relevant records and information necessary to document the Contractor's affirmative efforts to achieve women and minority business participation, including solutions to subcontractors and suppliers, all subcontractor and supplier proposals received, and all subcontractors or suppliers utilized under this Vendor Contract. The City shall have the right to inspect and copy such records. Additionally, the Contractor shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefore, a report of the affirmative action taken by the Contractor in implementing the requirements of affirmative efforts in subcontracting for the purposes of investigation to determine compliance with the requirements affirmative efforts in subcontracting.

Non-Discrimination in Providing Services: The Contractor shall not create barriers to open and fair opportunities for women-owned and minority-owned businesses to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, materials, equipment, and services. The Contractor shall ensure that all of its employees, particularly supervisors, are aware of and adhere to their obligations to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidate of minorities, women, and women-owned and minority-owned businesses.

Investigation: If upon investigation, the Director of Executive Administration finds probable cause to believe that the Contractor has failed to comply with any of the requirements of this Section, the Contractor shall be so notified in writing. The Director of Executive Administration shall give the Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Executive Administration still finds probable cause, he/she may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.

Sanctions for Violation: Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Vendor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

22. Equal Benefits.

- A. Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle's request, the Contractor shall provide complete information and verification of the Contractor's compliance with



SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)

B. Remedies for Violations of SMC Ch. 20.45: Any violation of this section shall be a material breach of Contract for which the City may:

- a. Require the Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
- b. Terminate the Contract; or
- c. Disqualify the Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- d. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

23. **Publicity:** No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee.

24. **Proprietary and Confidential Information:**

Contractor's Understanding and Obligations:

1. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.17. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.
2. Contractor must separate and clearly mark as "proprietary" all records related to this Agreement or the performance of this Agreement that the Contractor believes are exempt from disclosure. The Contractor is familiar with potentially-applicable public-disclosure exemptions and the limits of those exemptions, and will mark as "proprietary" only information that the Contractor believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.
3. If Seattle notifies the Contractor under Paragraph B 2 of a public disclosure request, and the Contractor believes records are exempt from disclosure, it is the Contractor's responsibility to make determination and pursue a lawsuit under RCW 42.17.330 to enjoin disclosure. The Contractor must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Contractor. It is the Contractor's discretionary decision whether to file the lawsuit.
4. If the Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record.
5. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.
6. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

City's Obligations

1. The City will disclose those parts of records the Contractor has marked as "proprietary" information only to authorized persons unless:
 - (a) the City receives a public disclosure request, in which case steps 2 and 3 below will be exercised before release of the information or
 - (b) the Contractor has given the City express advance written permission to disclose the records. "Authorized persons" means those City officers, employees, contractors and consultants for whom the proprietary information is necessary to perform their duties or obligations to the City.

The term "proprietary information" does not include ideas, concepts, know-how or techniques related to any information that, at

the time of disclosure, is in the public domain, unless the entry of that information into the public domain is a result of a breach of this Agreement.

2. If the City receives a public disclosure request for records that the Contractor has marked as “proprietary” information, the City may promptly notify the Contractor of the request. The City may postpone disclosing these records for ten business days after it has sent notification to the Contractor, in order to allow the Contractor to file a lawsuit under RCW 42.17.330 to enjoin disclosure. It is the Contractor’s discretionary decision whether to file the lawsuit.
 3. If the City has notified the Contractor of a public disclosure request, and the Contractor has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.
 4. The City has no other obligations concerning records the Contractor has marked as “proprietary information” under this Agreement. The City has no obligation to claim any exemption from disclosure. The City is not obligated or liable to the Contractor for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.
25. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor’s violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker’s Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
26. **Insurance:** Should the City not provide any insurance requirements to the contrary within the solicitation and/or attached, the following requirements shall be in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:
- (1) **Commercial General Liability** insurance, including premises/operations, products/completed operations, personal/advertising injury, contractual liability, fire legal/tenant liability, stop gap/employer’s liability and independent contractors liability; (2) if any vehicle, watercraft or aircraft is used in the performance of this Purchase Order/Vendor Contract, of a minimum of \$1,000,000 per occurrence;
 - (2) **Automobile Liability, Watercraft Liability** and/or **Aircraft Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles, watercraft and aircraft, as appropriate of a minimum of \$500,000 per occurrence; and
 - (3) **Worker’s Compensation** (“Industrial Insurance”) as required by Title 51 of the Revised Code of Washington.
 - (4) The insurance as provided under items (1) and (2) above shall include by endorsement the City of Seattle as an additional insured (as respects item (1), per ISO form CG 20 10 or CG 20 26 or equivalent additional insured endorsement wording, or equivalent blanket additional insured policy wording) and such additional insured status for the City shall apply as respects the full limits of all valid and collectible Automobile Liability, Watercraft Liability and/or Aircraft Liability insurance, whether primary, excess, contingent, or otherwise; shall be primary insurance as respects the City, and any other insurance or self-insurance maintained by the City shall be excess and non-contributory with the Contractor’s insurance; and, shall be placed with insurers with not less than an A- VII A.M. Best’s rating unless insurance has been procured under the provisions of chapter 48.15 RCW (Unauthorized “Surplus Lines” Insurers). It is specifically agreed that the insurance requirements in this section 2.18 shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor and that no Contractor’s insurer shall assert the right to invoke any such limitation.
 - (5) Contractor shall not be required to provide evidence of insurance, unless required to do so under the solicitation or as otherwise required by the City Buyer, and should additional insurance requirements (including but not limited to higher limits of liability) be specified in the solicitation or otherwise are attached, those requirements shall apply.



27. **Audit.** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.
28. **Contractual Relationship.** The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.
29. **Supervision and Coordination.** Contractor shall:
- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
 - Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
 - Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.
30. **Compliance with Law:**
- General Requirement: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
31. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
32. **OSHA/WISHA.** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.
33. **Adjustments:** The City's Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; extension of contract duration, and ancillary matters that Contractor may accommodate without substantial additional expense to the City.



34. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document issued by the City Buyer. The City Buyer may issue an Amendment to expand this contract to include related items normally offered by the vendor, or for other contract changes required by the City.
35. **Assignment and Subcontracting:** Contractor shall not assign or subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
36. **Involvement of Former City Employees:** Contractor shall promptly notify Seattle in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. Contractor shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who was a City officer or employee within the past twelve (12) months; and as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.
37. **No Conflict of Interest:** Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
38. **No Gifts or Gratuities:** Contractor shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business, contract or purchase decisions. The Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
39. **Intellectual Property Rights.**
- Patents:** Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.
- Copyrights:** For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, Seattle in connection with the performance of the Work, shall be promptly delivered to Seattle.

Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.



40. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.
41. **Binding Effect:** ~~The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.~~
42. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
43. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.
44. **Applicable Law:** This Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.
45. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
46. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.
47. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
48. **Disputes:** Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if Seattle believes in good faith that some portion of Work has not been completed satisfactorily, Seattle may require Contractor to correct such work prior to Seattle payment. In such even, Seattle must clearly and reasonably provide to Contractor an explanation of the concern and the remedy that Seattle expects. Seattle may withhold from any payment that is otherwise due, an amount that Seattle in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to Seattle for otherwise correcting or remedying the work not properly completed.

49. **Termination:**

For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any terms of this Contract, and such breach has not been corrected to Seattle's reasonable satisfaction in a timely manner.

For City's Convenience: Seattle may terminate this Contract in whole or in part, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether



such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gifts or Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee, as defined above.

Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, the Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

50. **Force Majeure – Suspension and Termination.**

In the event that either party is unable to perform any of its material obligations under this Agreement because of an event outside of the City's control, including but not limited to natural or man-made disasters, or an action or decree of a superior governmental body, (hereinafter referred to as a "Force Majeure Event" or "Event"), the party that has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance.

Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

51. **Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters when the City has activated its Emergency Operations Center and the Contractor has been given notice by the City that such activation has occurred. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

52. **Interlocal Cooperation Act:** RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows non profits to use these agreements. Such agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. Unless Vendor declines on the Offer submitted by the Seller to the City, the Vendor agrees to sell additional items at the bid prices, terms and conditions, to other ~~eligible governmental agencies that have such agreements with the City.~~ The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon Offer to the City.
53. **Debarment:** In accordance with SMC Ch. 20.70, the Director of Executive Administration or designee may debar a Vendor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:
- 1) Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
 - 2) Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
 - 3) Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
 - 4) Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
 - 5) Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
 - 6) Contractor colluded with another contractor to restrain competition.
 - 7) Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
 - 8) Contractor failed to cooperate in a City debarment investigation.
 - 9) Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

54. **Recycled Product Requirements:** Whenever practicable, Contractor shall use reusable products, recyclable products and recycled-content products including recycled content paper on all documents submitted to the City. Contractors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Contractors are to use 100% post consumer recycled content, chlorine-free paper in such products that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in business they conduct with and for the City. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.
55. **Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include



appropriate information relative to “carcinogenic ingredients: and “routes of entry” of the product(s) in question

56. **Prevailing Wage Requirements:**

- a. If applicable, this contract is subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented.
- b. Contractor and any subcontractors shall be responsible for compliance with all provisions herein.
- c. The awarded Contractor and all subcontractors shall file an Intent to Pay Prevailing Wage Form concurrent with the execution of the contract. The Buyer will give the awarded Contractor(s) a Contract Number, and the Contractor and their subcontractor(s) shall then promptly submit the Intent to Pay Prevailing Wages to the Department of Labor & Industries for approval. The City requests this be done on-line to allow for rapid verification of submittal. However, the City will accept forms submitted through paper procedures. If the Contractor utilizes paper submittal, a copy of the approved form shall be promptly provided to the Buyer. Contractor is responsible for all fees assessed by Washington L&I for all forms filed.
- d. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the current prevailing hourly wage rates for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.
- e. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
- f. In certain situations, an Intent to Pay Prevailing wages shall be filed with the Department of Labor & Industries and with the Buyer, but the Vendor may indicate an exception on the Intent Form which exempts the requirement to pay at least prevailing wages rates for the following:
 - Sole owners and their spouse.
 - Any partner who owns at least 30% of a partnership.
 - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
 - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- g. Prevailing Wage rates in effect at the time of bid opening are attached. These wages remain in effect for the duration of this contract, except for annual adjustments provided in this agreement when contracts are multi-year (where contract is longer than one year) or for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
- h. It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- i. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates.
- j. Upon contract completion, Contractor and each subcontractor shall then file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington State L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice.
- k. For jobs above \$10,000, Contractor is required to post for employees’ inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.



1. In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive and binding on all parties.

Prevailing Wage rate changes for Service Contracts greater than one year in duration:

- a. This provision only applies to service contracts that continue beyond a single year in duration, including building service maintenance contracts (janitorial service contractors and work performed by janitors, waxers, shampooers, and window cleaners) and to multi-year service contracts.
- b. Contractor and any subcontractor must pay at least the prevailing wage rates that were in effect at time of bid throughout the duration of the contract.
- c. Each contract anniversary thereafter, Contractor and any subcontractors shall review the then current Prevailing Wage Rates. The Contractor shall increase wages paid if required to meet no less than the current wage rates in effect at the time of the contract anniversary.
- d. Contractor and all subcontractors shall file a new Intent to Pay Prevailing Wages for the upcoming contract year. Contractor and all subcontractors shall file an Affidavits of Wages Paid to conclude the previous year. If Contractor fails to provide by the anniversary date, the City shall put the Contract on "Hold" and will not release any invoices until it has been received. All invoices received for the extension year will be held by the City and paid only upon receipt of the new Intent to Pay Prevailing Wages form and the Affidavit for the previous year.
- e. Any price or rate increases made as a result of a change in the prevailing wages will be compensated by the City on a pass through basis. The Contractor will follow the contract instructions for pricing increases, notifying the Buyer at least 45 days prior to the contract anniversary date of any resulting price increase and documenting the increase.



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Excluded Parties List System



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- > Advanced Search
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- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

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Search Results for Parties Excluded by

Firm, Entity, or Vessel : "Commercial Filter Sales"

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- > System for Award Management (SAM)

Reports

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- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

EPLS

Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : commercial filter sales
State : WASHINGTON
Country : UNITED STATES
as of 11-Aug-2011 6:28 PM EDT

Your search returned no results.

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