KingCounty

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

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

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CONTRACTOR:
EMPIRE TODAY LLC
333 NORTHWEST AVE

Northlake, IL 60164-1604 United States
Fax: (847)

CONTRACT

CONTRACT NO.	REVISION	PAGE
5402589	0	1 of 1

CREATION DATE	BUYER
25-JAN-2012	MARY SCHUMACHER
DATE OF REVISION	BUYER

SHIP TO:
KC DES FBOD PROCUREMENT CONTRACTS
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

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
21185	NET30DAYS	Paid	DESTINATION, FREIGHT PAID	Best Way	Telephone: (847) 583-3031

DESCRIPTION

Furnish Flooring Products and Accessories, Installation and Related Services as requested by authorized King County Agencies, Departments and Divisions during the period January 25, 2012 through November 30, 2014, in accordance with US Communities Contract No. 2865, incorporated by reference as if fully set forth herein.

This is not the authority for ordering specific goods and services. Individual Standard Purchase Orders, with unique purchase order numbers, referencing this contract, will be issued that provide the authority for ordering.

All invoices must reference the individual Standard Purchase Order number, and not the Contract Agreement number, to avoid delay in payment.

Authorized Signature

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

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.

Compliance: By acceptance of this order, the supplier 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 good 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, supplier grants the right to Buyer to make periodic visits to the supplier'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 supplier 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 suppliers licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

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

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

All costs of replacement, including shipping charges shall be borne by the Supplier. Supplier warrants that the merchandise is free and clear of al liens and encumbrances and the supplier has a good and marketable title to same. Supplier 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 rise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lover tier covered instructions.

BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
700 5th Avenue, Suite #4112
PO Box 94687
Seattle, WA 98124-4687

Blanket Contract #	Date	Change Order
0000002865	12/1/11	N/A

Payment Terms	Freight Terms
Net 30	Prepaid & Allowed: FOB: Destination

Buyer:	FAX:	Phone:
Sharon Rothwell	206-233-5155	206-684-8310

Vendor #: 0000351285
Empire Today, LLC
333 Northwest Avenue
Northlake, IL 60164

Contact: Michael Hill
Phone #:(M) 224-343-6847
Fax #:
E-mail: mhill@empiretoday.com

Ship To:

CITY DEPARTMENTS

Bill To:

SEE BELOW

Empire Today, LLC is awarded a contract for providing **FLOORING PRODUCTS AND ACCESSORIES, INSTALLATION AND RELATED SERVICES** to the City of Seattle, as a result of RFP-2865 conducted by the City. See attachments #1 - #3 for scope of services, pricing and conditions. The term of the Contract is three (3) years with three one (1) year extensions.

Original contract term: 12/1/11 -11/30/14

City departments may place orders by telephone or by fax. The Vendor shall require the ordering City employee to state his or her name, department/unit name, low org number, telephone number and ship to address. Invoices shall be mailed in duplicate to the City of Seattle, Accounts Payable, per attached list. Each invoice shall indicate Contract #0000002865.

The City does not guarantee utilization of this contract. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

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 the City a rapid mechanism to verify submittal of forms. http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp . However, the City will accept forms submitted through paper procedures. If the Contractor utilizes paper submittal, a copy shall be promptly provided to the Buyer.

Work under this contract is subject to Prevailing Wage Requirements. The contractor, any subcontractor or other person doing any portion of the work covered by any resulting contract,

shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers worker or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries.

It shall also be the Contractors sole responsibility to ascertain the applicable rate of wage for such classification, as set forth by the State of Washington for King County. Notice of Intent to Pay Prevailing Wages and Affidavit of Wages paid must be filed with the State of Washington Department of Labor and industries, for approval. The owner holds the contractor responsible for compliance of all subcontractors with payroll reporting requirements and payment of prevailing wages. The receipt of the approved affidavit is required before City of Seattle can pay the final invoice.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below:

(Contractor) Empire Today, LLC

By _____ 11/10/11
Signature Date

Steve Silvers
(Printed Name)

CEO
Title

City of Seattle

By _____ 11/18/11
Signature Date

NANCY LOCKE
City Purchasing and Contracting Director

Scope of Services

1. **Scope of Contract:**
   This Request for Proposal is to include furnishing all labor, equipment, materials, and perform all operations necessary to install, repair, remove, recycle or dispose of carpet and other flooring materials.

2. **Overall Service Requirements (Included unless otherwise noted)**

   A. The Contractor(s) shall take all steps necessary to prevent damage to walls, doors, and equipment.

   B. The Contractor(s) shall be responsible for damage to walls, doors, equipment resulting from installation.

   C. The Contractor(s) shall furnish project drawings indicating seam direction (on roll material); outline heavy use areas and walkways within 10 business days after site visit at no additional charge to the Customer. The Contractor(s) shall provide a professional recommendation on product layout, walk-off mats if required, and make recommendations in writing to ensure sustainability practices are known at no additional charge to the Customer.

   D. The Contractor(s) shall be responsible for physical measurements at no additional cost to the Customer, and is responsible for the accuracy of the measurements and the fit of the work. The Contractor(s) will be required to provide cost estimating diagram services at no additional charge to the Customer.

   E. The Contractor(s) shall protect carpet and flooring materials against damage and soiling from construction operations and placement of equipment and furnishings during the course of installation. This shall include but not be limited to; providing caution tape and barriers to keep normal traffic off of floors during installation until the area is turned over to the occupant. This does not include permanent protection.

   F. The Contractor(s) shall provide all manufacturer-approved tools necessary for a complete installation at no additional charge to the Customer.

   G. Shipping: Unless otherwise noted, all proposal pricing is to be FOB the Customer's project location, freight prepaid and included, to the City or to any Participating Public Agency location.

   H. Storage: The Contractor(s) shall store the materials at its facility until original scheduled time of installation. If the Customer delays original scheduled installation date for more than 30 days, the Customer may be charged a storage fee for additional time as described in Section 8 E. STORAGE FEES FOR ADDITIONAL TIME. Materials shall be stored in a dry location minimum 60 degrees Fahrenheit and protected from damage and soiling.

   I. Floors shall be prepared in accordance with the manufacturer's recommendations. Sub-floors/underlayment shall be dry, clean, and smooth per CRI-104 and manufacturer's instructions. They shall be free from paint, varnish, solvents, wax, oil, and other foreign matter.

   J. The Contractor(s) shall provide original packaging listing manufacturer's name, product name, identification number and related information including documentation of NSF/ANSI and other required standards.

   K. The Contractor(s) shall provide written instructions and on-site training in the maintenance of the carpet and flooring for custodial staff if requested by the Customer.

3. **Quality:** All carpet or flooring material installed at each job site shall be of the same millrun and/or dye lot for each line item ordered. All carpet or flooring material shall be of "first quality" (i.e., free from visual blemishes and physical defects). No irregulars, promotional goods, mill ends, or remnants shall be accepted unless the Participating Public Agency requests such goods to be used.

4. **Materials Suspected of Containing Asbestos:** The installer should ascertain whether asbestos survey has been documented for the area and materials at a job, and document compliance with applicable federal and other asbestos laws. (Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and 40 CFR Part 61, Subpart M - National Emission Standards for Asbestos. See http://www.epa.gov/asbestos/pubs/asbreg.html. This will aid recycling of material that may otherwise become unrecyclable; recycling facilities may require documentation that asbestos is not present or reject loads. Before removing any flooring products where the installer suspects or detects there is asbestos consult the appropriate occupational health and air pollution agencies.

5. **Toxic Substances:** Toxic substances must be disclosed in ATTACHMENT D. When any toxic substances are used, it will be the responsibility of the contractor to post a notice, not only to his own employees but also post a notice in a conspicuous place at the job site, informing building occupants of the substance being used and a material safety data sheet for their examination.

   A. **Toxins and "Red List" Materials:** The presence in products of any of the following substances must be disclosed. The following substances are not preferred and when products are available without these substances the contractor is expected to offer them as first choices. Persistent bio accumulative toxins as defined by the Stockholm Convention on Persistent Organic Pollutants (POP's), www.chem.unep.ch/Default.htm, and materials listed on the Cascadia Region Green Building Council Materials Red List:

      i. added formaldehyde
      ii. halogenated flame retardants
      iii. PVC
      iv. Mercury
      v. CFCs
      vi. HCFCs
      vii. Neoprene (Chloroprene)
      viii. Cadmium
      ix. chlorinated polyethylene and chlorosulfonated polyethylene
      x. wood treatments containing creosote, arsenic or pentachlorophenol
      xi. polyurethane
      xii. Lead
      xiii. Phthalates

6. **Environmentally Preferable Products and Services Additions:** A Participating Public Agency may opt to permit the substitution or addition of Environmentally Preferable Products (EPP's).

   The City of Seattle reserves the right to add products and/or services during the contract term to meet the needs of their customers, as those products and services become available, or to eliminate any virgin categories if it is determined that a sufficient supply of recycled counterparts are readily available at equivalent and performance levels. The City also reserves the right to amend and/or increase minimum recycled content standards during the contract term as such products become readily available. Any Participating Public Agency may apply these requirements at its option.

7. **Basic Installation Requirements** (included unless otherwise noted)

A. A Bond and Moisture Test and/or Calcium Chloride Test for moisture shall be completed before starting all flooring installations at no additional charge to the Customer. These tests shall be performed per manufacturer's requirements and/or ASTM E-1907-4 Standard practices for determining Moisture-Related Acceptability of Concrete Floors to Receive Moisture-Sensitive Finishes and ASTM F-1869-04 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Sub-floor Using Anhydrous Calcium Chloride. Installation shall not proceed until sub-floor meets all manufacturer requirements for moisture.

   1. Should the manufacturer require any additional testing not described herein, the Contractor(s) shall perform such testing at no additional charge.

   2. The Contractor(s) must meet the manufacturer's requirements for an acceptable "ph" range as required by the manufacturer.

B. The manufacturer's recommended ambient temperature and humidity conditions shall be maintained at levels required by the manufacturer before, during and after installation. All flooring materials shall be conditioned to room temperature prior to starting the installation as required by the manufacturer.

C. All installation work shall be performed in a professional workmanlike manner. Install all products according to manufacturer's instructions using the manufacturer-required adhesives. When the Customer chooses to use its own resources for installation, the Contractor(s) shall advise on proper installation procedures and effect on warranties.

   1. For Carpet

      a) In the absence of a carpet manufacturer's installation procedure, follow the Carpet and Rug Institute installation procedure CRI 104.

      b) Install carpet in accordance with pattern and color diagrams flat and tight on sub-floor, well fastened at edges, with a uniform appearance. Install with pile inclination in one direction. The manufacturer will mark each module as to pile direction. Cut and fit carpet neatly into or around breaks, recesses, against bases, casings, door jams, permanent cabinets, equipment, etc.

   2. For Resilient Flooring, Base, Transitions, Stair Treads, Stair Stringers, Stair Risers

      a) Install Resilient Flooring, Base, Transitions, Stair Treads, Stair Stringers, and Stair Risers in accordance with pattern and color diagrams. Cut and fit all joints neatly into or around breaks, recesses, against bases, casings, door jambs, permanent cabinets, and equipment. Ensure all joints and fits to casings, cabinets, or equipment and ensure all cuts are tight, clean and neat.

      b) Standard installation patterns for resilient floors shall be provided at no additional charge to the Customer. Standard installation patterns for resilient floors are described as follows:

         i) Vinyl Composition Tile (VCT), Luxury Vinyl Tile (LVT), Linoleum Tile/Marmoleum Composition Tile (LT or MCT), Non PVC Tile Flooring (NPCVTF) and Rubber Tile (RT) owner may choose up to two colors in one area or room; this shall be considered a standard installation. Areas or rooms with more than two colors shall be considered a patterned installation which is billable.

ii) Sheet Flooring (SF), Linoleum Sheet Flooring (LSF) and Rolled Rubber Sheet Flooring (RRSF) owner may choose one color in one area or room; this shall be considered a standard installation. Areas or rooms with more than one color shall be considered a patterned installation which is billable.

3. Sheet Flooring (SF), Linoleum Sheet Flooring (LSF) and Rolled Rubber Sheet Flooring (RRSF) owner may choose one color in one area or room; this shall be considered a standard installation. Areas or rooms with more than one color shall be considered a patterned installation which is billable. For Wood, Cork, Stone, and other Hard Surface Flooring, Base, Transitions, Stair Treads, Stair Stringers, Stair Risers.

   a) Install Wood, Cork, Stone, and other Hard Surface Flooring, Base, Transitions, Stair Treads, Stair Stringers, and Stair Risers in accordance with pattern and color diagrams. Cut and fit all joints neatly into or around breaks, recesses, against bases, casings, door jambs, permanent cabinets, and equipment. Ensure all joints and fits to casings, cabinets, or equipment and ensure all cuts are tight, clean and neat.

D. Floor Preparation

1. Minor Floor Preparation shall be included in material proposal price and basic installation. Minor floor preparation shall include:

   a) Filling of hairline cracks 1/8" or less.

   b) Filling sporadic small chips and depressions of ¼" deep or less than ¾" in diameter.

   c) On wood floors, it includes the filling of joints in the plywood substrate 1/8" or less and filling nail or screw holes.

   d) Broom sweeping of subfloors that are to receive new flooring.

2. Exceptions to Minor Floor Preparation such as unusual floor problems, rehabilitation, repair of structural damage, etc... are NOT INCLUDED IN THE MATERIAL PROPOSAL PRICE and shall be identified, estimated, and billed accordingly. Exceptions to Minor Floor Preparation must be approved by the Customer before any charges may be assessed. Exceptions to Minor floor preparation shall include:

   a) Sanding and scraping residue such as drywall mud, paint overspray, old adhesives etc.

   b) Filling or floating rain-damaged concrete slabs.

   c) Leveling or skim coating floors.

   d) Repair to depressed or raised graining on wood surfaces.

   e) Cutting and patching voids or bad wood plugs on wood surfaces.

   f) Repairing or re-nailing defective underlayment.

E. Install carpet bars or reducer strips for adjoining other dissimilar floors and/or all other materials and accessories required for a complete installation.

F. Remove all rubbish resulting from installation at the end of every day; the premises shall be left in a clean condition. Reduce waste and recycle to the greatest practical extent. Waste and recycling documentation compliant with national green building certification standards shall be provided on request.

G. Work Hours: Installation shall be available during standard work hours (6:00 am to 7:00 p.m., Monday - Friday) (not to exceed an 8 hour work shift) and non-standard working hours (evenings, weekends, or holidays) at an additional cost.

H. Installation Warranty: The installation warranty shall be for a period of 1 year from the date of substantial completion and shall cover repair or replacement due to defects in the workmanship.

8. Billable Services

A. **Removal of Existing Flooring and Flooring Reclamation**

1. The Contractor(s) shall provide services to remove existing Flooring and recycle flooring and other materials used in the jobs (buckets, tack strips, plastic film, paper, cardboard, metal, etc.) to the greatest extent practical. To determine recyclability, at a minimum the contractor will check with the manufacturer and the seller of the original product if still in business and the local recycling/solid waste agency.

2. The Contractor(s) shall reclaim all flooring removed from the Customer's installation location and ship to a reclamation plant for recycling; regardless of manufacturer, fiber type, or construction except when Participating Public Agency agrees recycling is impractical or the removed flooring is deemed unacceptable by recycling facilities. (For instance, exceptionally soiled/contaminated or asbestos is present.)

3. For the City of Seattle this service shall be mandatory as long as it is available (See http://www.carpetrecovery.org/waste.cfm for national network of recycling and processing facilities for carpet; check with local recycling agencies for wood, other materials used in the jobs.) and shall include documentation of recycling showing the amount recycled and recycling facility. It is up to each Participating Public Agency to determine its reclamation requirements for each project. A description of Proposers reclamation program shall be provided with its proposal.

4. The Contractor(s) shall provide documentation of product reclamation for each order, which is given to the purchaser. The Contractor(s) shall provide reports that identify the type of carpet removed, type nylon 6 or 6.6 or other recyclable flooring material and amount of material and name of reclamation facility for each order, as well as report the quantity and type of flooring sold Reports will be due quarterly or as required by the purchaser and will be delivered to the purchaser. Price to be provided on a per ton unit cost for recycling and a per foot rate for removal.

5. Price to be provided, depending on product, on a per square yard, per square foot, or per linear foot rate for removal.

6. Adhesive Removal Solvents: Comply with Carpet and Rug Institute Publication 104.

7. Remove used carpet in large pieces, roll tightly, and pack neatly in container.

8. Remove adhesive according to recommendations of the Carpet and Rug Institute (CRI).

9. Contractor shall abide by any local, state and/or federal safety and health requirements in the location the work is to be performed.

B. **Removal and Legal Disposal of Vinyl Sheet Flooring and Linoleum**

1. The Contractor(s) shall remove existing Vinyl and/or Linoleum Sheet flooring from existing facilities.

2. Price to be provided, depending on product, on a per square yard, per square foot, or per linear foot rate for removal.

3. The Contractor(s) shall provide dust control and protection during the demolition process.

4. The Contractor(s) shall provide recycling to the greatest extent practical and legal disposal of all remaining items removed. Documentation to be provided in accordance with purchaser's request.

5. Subfloors (Wood or Concrete) shall be left free from dust, dirt and old adhesives and be left in a condition appropriate to accept new flooring or "floor preparation-ready" when necessary.

6. The Contractor(s) shall provide testing for asbestos containing materials by an AHERA certified professional and if necessary, asbestos abatement will be the responsibility of the Customer.

C. **Removal, Recycling and Legal Disposal of Vinyl Composition Tile (VCT), Luxury Vinyl Tile (LVT) or Non PVC Tile Flooring**

1. The Contractor(s) shall remove existing VCT, LVT, or NPVCTF from existing facilities excluding ceramic tile.

2. Price to be provided, depending on product, on a per square yard, per square foot, or per linear foot rate for removal.

3. The Contractor(s) shall provide dust control and protection during the demolition process.

4. The Contractor(s) shall recycle to the greatest extent practical and provide legal disposal of remaining items removed. Documentation upon purchaser's request.

5. Subfloors (Wood or Concrete) shall be left free from dust, dirt and old adhesives and be left in a condition appropriate to accept new flooring or "floor preparation-ready" when necessary.

6. The Contractor(s) shall provide testing for asbestos containing materials by an AHERA certified professional and if necessary, asbestos abatement will be the responsibility of the Customer.

D. **Removal, Recycling and Legal Disposal of Base Cove (Wood, Vinyl or Rubber)**

1. The Contractor(s) shall remove existing Base from existing facilities.

2. Price to be provided, depending on product, on a per square yard, per square foot, or per linear foot rate for removal.

3. The Contractor(s) shall provide dust control and protection during the demolition process.

4. The Contractor(s) shall provide recycling to the greatest extent practical and legal disposal of all remaining items removed. Documentation upon purchaser's request.

5. Walls shall be left free from dust, dirt and old adhesives and be left in a condition appropriate to accept new Base Cove.

6. The Contractor(s) shall provide testing for asbestos containing materials by an AHERA certified professional and if necessary, asbestos abatement will be the responsibility of the Customer.

7. Touch up painting shall be the responsibility of the Customer.

E. **Storage Fees for Additional Time**

1. If the Customer postpones the original installation date for more than 30 days, the Contractor(s) shall store the products at the Contractor's facility until the time of installation.

2. Carpet and Sheet Goods - STORAGE FEES FOR ADDITIONAL TIME for Carpet, Sheet Flooring (SF), Linoleum Sheet Flooring (LSF) and Rolled Rubber Sheet Flooring (RRSF) shall be provided on a per square yard unit cost per month with additional days to be prorated.

3. Resilient Tile Goods - STORAGE FEES FOR ADDITIONAL TIME for Vinyl Composition Tile (VCT), Luxury Vinyl Tile (LVT), Linoleum Tile/Marmoleum Composition Tile (LT or MCT), Non PVC Tile Flooring (NPVCTF) and Rubber Tile (RT) shall be provided on a per square foot unit cost per month additional days to be prorated.

F. **General Labor / Repairs / Carpet Re-Stretch Services**

1. The Contractor(s) shall provide general labor, floor covering repair, and carpet re-stretch services (labor only) at an hourly rate.

2. Price will be by the hour based on 1 individual worker.

G. **Carpet Border Work**

1. The Contractor(s) shall provide carpet border work.
2. Price to be provided on a per lineal foot unit cost for border work.

H. **Carpet Inset Work**

1. The Contractor(s) shall provide carpet inset work.
2. Price to be provided on a per lineal perimeter running foot cost for inset work.

I. **Carpet Stair Work – Waterfall**

The Contractor(s) shall provide carpet stair work for standard waterfall steps.

1. Standard waterfall steps shall be defined as any stair with walls on both ends of the step. Standard Waterfall steps shall have no open ends.

2. Price to be provided on a per step unit cost.

J. **Carpet Stair work – Upholstered**

1. The Contractor(s) shall provide carpet stair work for upholstered steps.

2. Upholstered steps shall be defined as any stair with either one or both ends of the step open with carpet that wraps around the open end(s).

3. Price to be provided on a per step unit cost.

K. **Patterned Flooring Labor – Resilient Tile**

1. The Contractor(s) shall provide patterned work. Work will consist of using three or more colors in one area or room.

2. Up charge add price to be provided on a per square foot unit cost.

L. **Patterned Flooring Labor – Resilient Sheet**

1. The Contractor(s) shall provide patterned work. Work will consist of using up to three colors in one room or area.

2. Up charge add price to be provided on a per square yard unit cost.

M. **Chemical Seam Welding**

1. The Contractor(s) shall provide chemical seam welding.

2. Chemical Seam welding must be performed according to manufacturer's instructions using manufacturer-required adhesives and welding accessories.

3. Price to be provided on a per lineal running foot unit cost.

N. **Seam Welding Heat Welding Rod**

1. The Contractor(s) shall provide seam welding using heat welding rod.

2. Heat welding rods must be installed and performed according to manufacturer's instructions using manufacturer's coordinating welding rod materials and welding accessories.

3. Price to be provided on a per lineal running foot unit cost.

O. **Integral Flash Coving**

1. The Contractor(s) shall provide flash coving (integral cove) of Sheet Flooring (SF), Linoleum Sheet Flooring (LSF) and Rolled Rubber Sheet Flooring (RRSF) by extending the flooring up the wall no more than six (6) inches up the wall to form wall base. This can be accomplished by one-piece flash coving, border flash coving or two-piece flash coving. All Seams in the flash cove area shall be treated the same as seams throughout the rest of the installation.

2. All integral flash coving must be installed and performed according to manufacturer's instructions using manufacturer-required tools.

3. The Contractor(s) shall provide all required trims and manufacturer-required adhesives.

4. Price for Flash Cove to be provided on a per lineal running foot unit cost.

P. **Integral Flash Cove Corners**

1. The Contractor(s) shall provide (Flash Cove) inside and outside corners.

2. All integral flash cove corners must be installed and performed according to manufacturer's instructions using manufacturer-required tools.

3. The Contractor(s) shall provide all required trims and manufacturer-required adhesives.

4. All Seams in the flash cove and flash cove corners shall be treated the same as seams and cove throughout the rest of the installation.

5. Price for Flash Cove inside and outside corners to be provided on a per each corner unit cost.

Q. **Furniture Removal and Return**

1. The Contractor(s) shall provide furniture removal and return services at a lot charge per 100 square feet. The 100 square feet will consist of no more than one desk, one filing cabinet, one table, one bookcase or credenza and miscellaneous chairs.

2. Failure to offer this service may be grounds to reject proposal as non-responsive.

3. If amount of furniture to be removed and replaced exceeds the amount in item 2.5 A. (above) or is systems furniture, the Customer will arrange for professional movers to remove and replace. Computer and telephone equipment removal is the Customer's responsibility.

4. Price shall be provided on a per office unit cost amount as described above.

R. **Furniture Lift System**

1. The Contractor(s) must offer a furniture lifting system, which allows carpet tile installation without moving, packing, or disconnecting systems furniture. In this case, the contractor will be responsible for any damage to the systems furniture during the lifting process. Price shall be provided as a per square yard unit cost up charge for the amount of carpet tile provided.

9. Carpet Overall Requirements

A. **Sustainability:** All carpet must be certified NSF/ANSI 140-2007e Standard at the Gold or Platinum achievement level.

It is up to each Participating Public Agency to determine its Sustainability requirements for each project.

1. **Indoor Air Quality (Carpet Flooring, Related Products and Adhesive):** Current CRI Green Label Plus Certification

   Provide adhesives and floor primers as recommended by the carpet manufacturer AND as certified by the CRI Indoor Air Quality Adhesive Testing Program.

2. **Recycled Content:** For the City of Seattle all carpet must contain a minimum of 10% Post-Consumer Content from carpet fiber and meet all applicable U.S. EPA Comprehensive Procurement Guidelines. Other products must contain a minimum of post-consumer recycled content consistent with relevant US EPA Comprehensive Procurement Guidelines in effect at the time that jobs are requested. It is up to each Participating Public Agency to determine its recycled content requirements for each project.

3. **Disclosure – Flame Retardant Treatments:** The vendor shall make information regarding the flame retardant chemicals applied to carpet products available on request. Information shall be comprehensive enough to identify the type of chemical used.

4. **Disclosure – Stain/Water Repellent Treatments:** The vendor shall make information regarding the carpet stain/water repellant chemicals and application method thereof available on request. Information shall be comprehensive enough to identify the type of stain/water repellant chemicals and application methods used.

B. **Flammability:** (Radiant Panel ASTM-E-648): ≥ 0.45 (Class I)

C. **Smoke Density:** (NFPA-258-T or ASTM-E-662): ≤ 450

D. **Static Electricity:** (AATCC-134) 20% Relative Humidity @ 70° F: ≤ 3.5 kV

E. **Colorfastness to Crocking:** (AATCC 165): ≥ 4.0 wet or dry

F. **Methenamine Pill Test:** (CPSC FF-1-70 or ASTM D 2859): Self-Extinguishing

G. **Dimensional Stability:** AACHEN Method DIN 54318: < 0.2% Change

10. Broadloom Performance Standards

A. **High Performance:** Applies to extra heavy use areas such as public spaces, corridors (school and hospital), offices, and/or with the worst installation conditions.

1. **Backing:** Must have minimum 25-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.

2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 3.5.
3. **Lightfastness:** Rating of 4 or better after 160 standard fading hours.
4. **Colorfastness:** Rating 3 or better.
5. **Permanent Stain Resistance:** Pass AATCC 175.
6. **Color:** No solid colors or carpets that read "Solid". Dark to Mid-Range muted colors are required to hide soiling.
7. **Pattern:** Multicolor, Variegated or Mild patterns are required.
8. **Construction:** Loop Pile

B. Standard Performance: Applies to medium - heavy traffic areas such as corporate, retail, hospitality, classrooms, and with good installation conditions.

1. **Backing:** Must have minimum 15-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor. Warranty must cover all related costs of replacement including material, freight, and labor.
2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 3.0.
3. **Lightfastness:** Rating of 4 or better after 80 standard fading hours.
4. **Colorfastness:** Rating of 3 or better.
5. **Color:** No solid colors or carpets that read "Solid". Dark to Mid-Range muted colors are required to hide soiling.
6. **Pattern:** Multicolor, Variegated or Mild patterns are required.
7. **Construction:** Loop Pile

C. Base Performance: Applies to limited use areas such as private offices, conference rooms, sleeping rooms, and some administrative areas and with the best installation conditions.

1. **Backing:** No warranty necessary for this performance level
2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 2.5.
3. **Lightfastness:** Rating of 4 or better after 40 standard fading hours.
4. **Colorfastness:** Rating of 2 or better.
5. **Color:** Light, Mid-Range, Dark or Solid colors acceptable.
6. **Pattern:** Solid, Simple patterns and textures acceptable.
7. **Construction:** Loop and/or Cut Pile

11. Carpet Tile Performance Standards

A. **High Performance:** Applies to extra heavy use area such as public spaces, corridors (school and hospital), offices, and/or with the worst installation conditions.

1. **Backing:** Must have minimum 25-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor. Warranty must cover all related costs of replacement including material, freight, and labor.
2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 3.5.
3. **Lightfastness:** Rating of 4 or better after 160 standard fading hours.
4. **Colorfastness:** Rating 3 or better.
5. **Permanent Stain Resistance:** Pass AATCC 175.
6. **Color:** No solid colors or carpets that read "Solid". Dark to Mid-Range muted colors are required to hide soiling.
7. **Pattern:** Multicolor, Variegated or Mild patterns are required.
8. **Construction:** Loop Pile

B. **Standard Performance:** Applies to medium - heavy traffic areas such as corporate, retail, hospitality, classrooms, and with good installation conditions.

1. **Backing:** Must have minimum 15-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor. Warranty must cover all related costs of replacement including material, freight, and labor.
2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 3.0.
3. **Lightfastness:** Rating of 4 or better after 80 standard fading hours.
4. **Colorfastness:** Rating of 3 or better.
5. **Color:** No solid colors or carpets that read "Solid". Dark to Mid-Range muted colors are required to hide soiling.
6. **Pattern:** Multicolor, Variegated or Mild patterns are required.
7. **Construction:** Loop Pile

C. **Base Performance:** Applies to limited use areas such as private offices, conference rooms, sleeping rooms, and some administrative areas and with the best installation conditions.

1. **Backing:** Must have minimum 15-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor. Warranty must cover all related costs of replacement including material, freight, and labor.
2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 2.5.
3. **Lightfastness:** Rating of 4 or better after 40 standard fading hours.
4. **Colorfastness:** Rating of 2 or better.

5. **Color:** Light, Mid-Range, Dark or Solid colors acceptable.
6. **Pattern:** Solid, Simple patterns and textures acceptable.
7. **Construction:** Loop and/or Cut Pile

12. Explanation of Standards

A. Product related deterioration and failure for carpet can be separated into 3 distinct areas:

1. **Backing related failure:** Yarns zippering, fuzzing, pilling, seams unraveling, backing delamination, moisture barrier, moisture imperviousness, adhesion to subfloor and any other related failures.
   a) Method for determining backing suitability:
      - Manufacturer's warranty addressing backing related failure.
2. **Face distortion:** Traffic patterns associated with crushing and matting, as well as soiling.
   a) Method for determining face distortion resistance:
      - CRI TM101-Assessment of Carpet Surface Appearance Change.
      - CRI Carpet Appearance Retention Grading Scales.
3. **Color distortion:** Loss of color from light and atmospheric fading as well as staining.
   a) Method for determining color distortion:
      - Lightfastness - AATCC 16E-1982.
      - Colorfastness - Ozone and Gas - AATCC 129-1981.
      - Permanent Stain Resistance Test – AATCC 175 after 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel. Passing rating is equivalent to no less than 8.0 (10.0 is best) on the AATCC Red 40 Stain Scale.

13. Resilient Flooring

A. Vinyl Composition Tile

1. **Base Grade** - Reference the following products as standards of quality for this category.
   - Armstrong Standard Excelon Imperial Texture (1/8 inch thickness)
   - Mannington Essentials/Designer Essentials (1/8 inch thickness)
   - Or Approved Equal
2. **Premium Grade** - Reference the following products as standards of quality for this category.
   - Armstrong Migrations, Stonetex, Art Effects (1/8 inch thickness)
   - Mannington Brushworks, Solid Point, Color point (1/8 inch thickness)
   - Or Approved Equal
3. **Slip Retardant** - Reference the following products as standards of quality for this category.

- Armstrong Safety Zone (1/8 inch thickness)
- Mannington Safewalks (1/8 inch thickness)
- Or Approved Equal

4. **Static Dissipative** - Reference the following products as standards of quality for this category.
   - Armstrong SDT (1/8 inch thickness)
   - Or Approved Equal

B. Sheet Vinyl

1. **Base Grade** - Reference the following products as standards of quality for this category.
   - Armstrong Connection Corlon
   - Mannington Magna Multiflec
   - Or Approved Equal
2. **Standard Grade** - Reference the following products as standards of quality for this category.
   - Armstrong Medintech
   - Mannington Bio-Spec
   - Or Approved Equal
3. **Premium Grade** - Reference the following products as standards of quality for this category.
   - Armstrong Perspectives, Timberline
   - Mannington Relay, Realities, Primus
   - Or Approved Equal
4. **Slip Retardant** - Reference the following products as standards of quality for this category.
   - Armstrong Safeguard
   - Mannington Assurance II.
   - Or Approved Equal

C. Linoleum Tile

1. Reference the following products as standards of quality for this category.
   - Forbo Real (2.5mm thickness)
   - Armstrong Marmorette, Colorette, Grannette (2.5mm thickness)
   - Or Approved Equal (2.5mm thickness)
   -

D. Linoleum Sheet

1. Reference the following products as standards of quality for this category.
   - Forbo Real (2.5mm thickness)
   - Armstrong Marmorette, Colorette, Grannette (2.5mm thickness)

- Or Approved Equal (2.5mm thickness)

E. Luxury Vinyl Tile

1. Reference the following products as standards of quality for this category.
   - Armstrong Natural Creations
   - Mannington Nature's Paths
   - Or Approved Equal

F. Rubber Tile - Solid (Chart 1 or 2 colors)

1. Reference the following products as standards of quality for this category.
   - Johnsonite Roundel Raised Round Pattern
   - Johnsonite Roundel Raised Square Pattern
   - Johnsonite Hammered Surface
   - Or Approved Equal

G. Rubber Tile – Speckled (Chart 1 or 2 colors)

1. Reference the following products as standards of quality for this category.
   - Johnsonite Speckled Finish Rubber Tile
   - Or Approved Equal

H. Rolled Rubber Sheet Flooring

1. Reference the following products as standards of quality for this category.
   - Mohawk Hardsurface – Durahealth Rolled Rubber Sheet Flooring (RRSF) (.080 gauge).
   - Or Approved Equal

I. Recycled Rolled Rubber Sheet Flooring - Multi-Purpose

1. Reference the following products as standards of quality for this category.
   - Johnsonite - Replay Sports & Multi-Function ¼" Recycled Rolled Rubber Sheet Flooring (RRSF).
   - Or Approved Equal

J. Non-PVC Tile Flooring

1. Reference the following products as standards of quality for this category.
   - Mohawk Hardsurface – Stonewalk Non PVC Tile Flooring (NPCVTF) 2mm gauge.
   - Or Approved Equal

K. Overall

1. **Indoor Environmental Quality:** For the City of Seattle all products must pass and be listed for CHPS 01350 IAQ Test or current California air regulations. Resilient flooring is to be third party certified under the FloorScore IAQ testing program. It is up to each Participating Public Agency to determine its Indoor Air Quality requirements for each project.

- Adhesive shall be low-VOC adhesive as recommended by the manufacturer for resilient flooring material for conditions of installation.

- Leveling and patch compounds: Low-VOC latex type as recommended by the manufacturer of resilient flooring products.

14. Resilient Base and Stair Materials

A. Resilient Base

1. 2.5" Resilient Base (RB2.5) Chart 1, 2 or 3 colors - Reference the following products as standards of quality for this category.

   - 2.5" (RB2.5) coved toe profile Johnsonite TP series

   - Roppe 700 Series

   - Or Approved Equal

2. 4" Resilient Base (RB4) Chart 1, 2 or 3 colors - Reference the following products as standards of quality for this category.

   - 4" (RB4) coved toe profile Johnsonite TP series

   - Roppe 700 Series

   - Or Approved Equal

3. 6" Resilient Base (RB6) Chart 1, 2 or 3 colors - Reference the following products as standards of quality for this category.

   - 6" (RB6) coved toe profile Johnsonite TP series

   - Roppe 700 Series

   - Or Approved Equal

B. **Stair Materials**

1. Standard stair Tread - Reference the following products as standards of quality for this category.

   - Johnsonite RH –SQ raised square disk pattern, RH – RD raised round disk pattern, or HMT hammered pattern profile.

   - Or Approved Equal.

- Up charge applies for Optional Visually Impaired Strip insert (lineal foot).

2. Stair Stringer

   - To match body color of stair tread Johnsonite

3. Stair Riser

   - To match body color of stair tread Johnsonite

4. Landing Tile
   - To match body color of stair tread Johnsonite

15. **Flooring Repairs**

Repair of existing flooring maybe done with same or like materials. All repairs will be done using industry best practices and be in accordance with the manufacturer's instructions. All repair materials to include adhesives must meet CRI Green Label Plus certification.

16. **Department of Housing and Urban Development Requirements**

The Department of Housing and Urban Development (HUD) has a building product standard and certification program for carpet, Bulletin 44d for HUD carpet projects. A copy of this Bulletin can be found in Appendix F of this RFP. Proposer must be able to comply with Bulletin 44d for HUD carpet projects.

TOXIC SUBSTANCES DISCLOSURE

Toxic substances must be disclosed per the specification.. When any toxic substances are used, it will be the responsibility of the contractor to post a notice, not only to his own employees but also post a notice in a conspicuous place at the job site, informing building occupants of the substance being used and a material safety data sheet for their examination.

Toxins and "Red List" Materials: The presence in products of any of the following substances must be disclosed. The following substances are not preferred and when products are available without these substances the contractor is expected to offer them as first choices. Persistent bio accumulative toxins as defined by the Stockholm Convention on Persistent Organic Pollutants (POP's), www.chem.unep.ch/Default.htm, and materials listed on the Cascadia Region Green Building Council Materials Red List:

i. added formaldehyde
ii. halogenated flame retardants
iii. PVC
iv. Mercury
v. CFCs
vi. HCFCs
vii. Neoprene (Chloroprene)
viii. Cadmium
ix. chlorinated polyethylene and chlorosulfonated polyethylene
x. wood treatments containing creosote, arsenic or pentachlorophenol
xi. polyurethane
xii. Lead
xiii. phthalates,

With the information provided above, provide disclosure of which typical and commonly used products that would be offered under this contract contain the materials identified. A simple format that states the following is preferred:

Product	Identified Toxin	MSDS provided? (Y/N)

City of Seattle

Terms and Conditions

1. **Entire Agreement.** This Contract comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The contract is defined to explicitly include the City's Purchase Order, Contractor Offer including all attachments, Addendum to the Proposal, the Proposal specifications, the Proposal instructions and Proposal Attachments. Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed.

2. **Mutual Acceptance:** This Contract has been accepted by both parties upon signature by the City of Seattle. The Contractor may provide an adjoining signature, or may indicate mutual acceptance by receiving the Contract from the City without objection. If the Contractor objects, the Contractor must provide immediate written notice to the City Purchasing Department upon receipt of the Contract.

3. **Term**: Any term specified in the solicitation or specification shall prevail. 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. If a Blanket Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Contractor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

4. **Schedule**: Unless the City Buyer issues a written change, 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 to 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.

5. **Limits of Sales to Authorized Products and Services**: Contractor has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Contractor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.

6. **Adjustments**: The City 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.

7. **Changes and Expansion Authority:** No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City. The only person authorized to make amendments on behalf of the City is the designated Buyer from City Purchasing, Department of Finance and Administrative Services. The City Buyer may also be termed as the City RFP Coordinator. The City Buyer shall issue change notices to Contractor, and such notices shall take be

considered to take effect and be mutually acceptable, upon sole signature of the City Buyer, unless written objection of the notice is received by the Contractor upon Contractor receipt of the change notice.

8. **Expansion**: This contract may be expanded as mutually agreed, if such expansion is approved by the City Buyer. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately proposal, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or Contractors at time of proposal or else was mentioned as a possibility in the proposal (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer. Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the proposal, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Contractor.

9. **Invoices**: Invoices must show line item detail and price for each. Invoices must provide the name of the City employee that placed the order, and the City Contract Number. If the pricing structure is based upon a discount below list, or a mark-up above cost, then the Contractor must provide a method for tracking the cost of the item to the City, with the City discount calculation displayed so that pricing discounts can be easily tracked and verified by the City.

   For contracts where prevailing wages are required, the Contractor must include a statement that certifies Prevailing Wages have been paid for the Contractor and subcontractors, if any.

10. **Delayed Invoice Submittal**: Invoices must be submitted to the City within 60 days, whichever is the latest, of either the date the City received, inspected and accepted delivery of all goods, the date the City accepted final completion of all services, or the date of receipt of a correct invoice, whichever date is later.

11. **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 the acceptance date after delivery of all goods, City acceptance after 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. Also see "Dispute" section for payment of items in Dispute.

12. **Late Invoice Payment**: If the City pays an invoice after the 30 day allowance, the Contractor may charge the City no more than 1% interest calculated upon the total invoice amount. The Contractor is not entitled to any late fees or penalties for late payments. Per RCW Chapter 39.76.010.

13. **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.

14. **Taxes, Fees and Licenses.**

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.

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.

Withholding payment for taxes/business license fees due the City of Seattle: If specified by Seattle Municipal Code the Director of the Department of Finance and Administrative Services may withhold payment due a City contractor pending satisfactory resolution of unpaid taxes and fees due the City.

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.

15. **Pricing**: Pricing reflects the following agreements. These are in addition to annual Prevailing Wage adjustments if required. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of proposal or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer. Such changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the Contractor rejects in writing immediately upon receipt of such a Change Order.

    Requests for Price Decreases: Contractors can offer volume discounts or improved pricing that is more favorable to the City at any time, when a specific order is placed or when a long-term change in costs allows the Contractor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the Contractor for price reductions, subject to mutual agreement of the Contractor.

    Requests for Price Increases: Requests that increase costs to the City must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

    A. **Discount from Manufacturer List Pricing:** The City will not accept requests to change discount rates below Manufacturer List prices or mark-up above wholesale, except for those that are more

favorable to the City than the original contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.

B. **One-time Purchase Order Prices**: If the Proposal is for a one-time purchase, pricing shall be firm and fixed for that purchase, and shall not be subject to requests for price increases by the Contractor. With this said, the Contractor may submit requests to reduce and decrease the price.

C. **Hourly Rates or Service Pricing**: For multi-year contracts that provide services. The Contractor may submit a price reduction that implements a lower and more favorable cost to the City at anytime during the contract. Contractor requests for rate increases must be no sooner than two years after contract signature, are at the discretion of the Buyer; and must be:
   1. The direct result of increases to wage rates and do not exceed the CPI Index or other appropriate service rate index agreed upon between the Buyer and the Contractor.
   2. Incurred after contract commencement date.
   3. Not produce a higher profit margin than that on the original contract.
   4. Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
   5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
   6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
   7. The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the CPI Data is available at http://data.bls.gov/PDQ/outside.jsp?survey=wp.
   8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
   9. Should not deviate from the original contract pricing scheme/methodology

D. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. The Contractor may submit notice of a price reduction that provides more favorable and lower prices to the City, at any time during the contract. Requests by the Contractor to increase pricing shall be no sooner than two years after the execution of the contract, are at the discretion of the Buyer; and must also be:
   1. The direct result of increases at the manufacturer's level (or if Contractor is a supplier of a raw material delivered directly to the City such as cement or soil, the increase must be verified at the supplier level).
   2. Incurred after contract commencement date.
   3. Not produce a higher profit margin than that on the original contract.
   4. Clearly identify the items impacted by the increase.
   5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
   6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
   7. The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the PPI Commodity Data is available at http://data.bls.gov/PDQ/outside.jsp?survey=wp.
   8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
   9. Should not deviate from the original contract pricing scheme/methodology.

16. 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.

17. **Catalogue and Manufacturer List Pricing:** Upon City request, the Contractor shall provide access to the "Manufacturer's Current Price List" in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.

18. **Cancellation of Orders:** The City may cancel an order before delivery without penalty or charge, providing that the Contractor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Contractor, not in any event to exceed 10% of the total cost of the order.

19. **Returns and Restocking:** Unless specified otherwise in the Solicitation the following shall apply: Contractor Error: No restocking charge for items ordered due to Contractor error. Contractor pays all shipping costs.

    Standard Stock items: No restocking fee applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.

    Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Contractor, not in any event to exceed 10%" of the total cost of the order..

    Fabricated Items: Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City.

    Failure to perform: If Contractor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Contractor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

20. **Idling Prohibited (Delivery Services):** Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires Contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include "bucket" trucks that allow a worker to reach wires on telephone poles or tree branches for trimming; and vehicles with a lift on the back of a truck to move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

21. **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 third party 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 (excluding meals) 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 50.0 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.

22. **Delivery Time:** Except when instructed otherwise, delivery must be made during normal working 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.

23. **Title, Risk of Loss, Freight, Overages or Underages:** Contractor warrants that Contract has properly produced, stored, packaged, boxed and shipped the products and goods for delivery, at Contractor's expense. No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. 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. Title of goods received under this contract shall remain with the Contractor until they are delivered, inspected and accepted at 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, inspection and acceptance by Seattle. 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.

24. **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.

25. **Rejection of Goods:** Goods shall not be deemed accepted until he City completes receipt, inspection and acceptance. The City may reject goods upon notice to the Contractor without the requirement to specify the reason(s) for rejection. The City can return non-conforming goods, require Contractor to replace non-conforming goods, or require Contractor to repair non-confirming goods to meet requirements, at the Contractor cost.

26. **Liens**: Contractor warrants all products are free and clear of liens.

27. **Contract Notices:** Contract notices shall be delivered to the Buyer at the addresses specified in the solicitation.

28. **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.

29. **Warranties:** 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 packaged, 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.

30. **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.

31. **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.

32. **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.

33. **Affirmative Efforts**:
    - 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 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.

    - In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.

    - In the event Subcontracting is considered appropriate and feasible to contract performance, the Contractor shall develop a Subcontracting Plan, which also may be referred to as an Outreach Plan. The Subcontracting (Outreach) Plan shall specify the Contractor's affirmative efforts and an agreement to the City for subcontracting to women and minority businesses, and/or diverse employment. The Subcontracting (Outreach) Plan, as submitted and/or as agreed upon with the City thereafter, shall be incorporated as a material part of the Contract. In preparing the Subcontracting (Outreach) Plan, Contractors shall actively solicit qualified, available and capable women and minority-owned businesses to perform the subcontracting work for the contract. The Contractor shall submit the Subcontracting (Outreach) Plan to the City with the solicitation and/or prior to contract execution. At the request of the City, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements, which may include a list of all subcontractors and/or WMBE subcontractors, and may include a request for copies of the executed agreements between the Contractor and subcontractors, invoices and/or performance reports.

- If upon investigation, the Director of Finance and Administrative Services finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall notified in writing. The Director of Finance and Administrative Services shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he 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.

- 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 Contractor 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).

34. **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 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.

35. **Key Persons and Subcontractors.** Contractor shall not transfer, reassign or replace any individual or subcontractor that is determined to be essential or that has been agreed upon in the Contractor's Subcontracting (Outreach) Plan, without express written consent of Seattle. If during the term of this Contract, any such individual leaves the Contractor's employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle's request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Outreach) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

36. **Involvement of Current and Former City Employees.** If a Contractor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your proposal documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

37. **Equal Benefits.**
    - 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/.)

- 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 proposing 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.

38. **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.

39. **Proprietary and Confidential Information:**

1. Contractor understands that any records (including but not limited to proposal 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 42.56. 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. If the City receives a public disclosure request made pursuant to RCW 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the City may notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

3. In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the City Contractor Questionnaire that you believe are exempt from disclosure. The City will not withhold material for notification if the Contractor simply marked confidential on the document header, footer, stamped on all pages, or offered a generic statement that the entire document is protected. Only material specifically listed and properly cited on the Contractor Questionnaire will be temporarily withheld until the City provides notification of a public disclosure request.

4. If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

5. If the Contractor does not submit a request within the Contractor Questionnaire, the Contractor is deemed to have authorized releasing any and all information submitted to the City.

6. 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.

7. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

40. **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.

41. **Insurance**: Unless specified otherwise, the following is 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. Minimum Coverages and Limits of Liability. Contractor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverage's and limits of liability as specified below:

A. Commercial General Liability (CGL) insurance, including:
- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

With minimum limits of liability of $1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:
$1,000,000 Personal/Advertising Injury
$1,000,000 each accident/disease/employee Stop Gap/Employer's Liability

B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of $1,000,000 CSL.

C. Worker's Compensation for industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

2. Seattle as Additional Insured. The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

3. No Limitation of Liability. The limits of liability specified herein in subparagraph 1.A. are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where

required to be an additional insured, the City of Seattle shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.

4. Minimum Security Requirement. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

5. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.

6. Evidence of Coverage. Prior to performance of any scope of work, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

42. **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. *Also see Federal provisions for federal access when this contract is paid in part or in whole by federal fund sources.*

43. **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.

44. **Supervision and Coordination:** Contractor shall:
    - Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
    - Designate in its proposal 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 City of Seattle employees 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.

45. **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.

46. **No Gifts or Gratuities:** Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than $25 may be distributed by the Contractor to City employees if the Contractor uses the items as routine and standard promotions for business. 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.

47. **Contract Workers with 1,000 Hours:** Throughout the life of the Contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Contractor shall advise their Contract workers as applicable.

48. **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 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 developed solely for and paid for by Seattle in connection with 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.

49. **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.

50. **Binding Effect**: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

51. **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 the same or similar type.

52. **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.

53. **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.

54. **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.

55. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.

56. **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.

57. **Disputes:** Seattle and Contractor shall maintain business continuity to the extent practical while pursuing 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 event, 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.

58. **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.

59. **Force Majeure – Suspension and Termination:** This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Dias asters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the 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.

60. **Major Emergencies or Disasters:** The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

    (a) The City shall notify the Contractor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Contractor.
    (b) The City may request that the Contractor provide either increased or decreased quantities from traditional orders, or may request Contractor provide additional products or services.
    (c) Upon such notice by the City, the Contractor shall make reasonable efforts to provide the City the materials in the quantities requested and within the schedule specified by the City, adhering to the conditions in this Section.
    (d) The City of Seattle shall be the customer of first priority for the Contractor, except where preceded by State or Federal government mandates. The Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City of Seattle in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers, except as mandated by State or Federal governments.
    (e) If the Contractor is unable to respond in the time and/or quantities requested by the City, the Contractor shall promptly assist the City to the extent practicable, to gain access to alternative materials and/or services. This may include:
        a. Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
        b. Offering the City substitutions provided the Contractor obtains 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). However, 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.

61. **Interlocal Cooperation Act:** RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows nonprofits 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 Contractor declines on the Offer submitted by the Seller to the City, the Contractor agrees to sell additional items at the proposal 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 Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer to the City.

62. **City Debarment:** In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Contractor 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.

63. **Recycled Product Requirements:** To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that Contractors under City contract use environmentally preferable products in production of City work products.

    Green Seal Products: Contractor shall use Green Seal, Eco-Logo or other certified cleaning products if approved by the City, in performance of all cleaning and janitorial work to protect the health, safety, wellness and environmentally sustainable practices that the City requires of companies doing business with the City. Cleaning products, floor care products and other products used in the performance of work that carry a Green Seal certification are required. The Proposer shall identify the products that the Proposer intends to use at the City facilities and shall list them on the Offer Form, with a notation to confirm the Green Seal product certification. The Green Seal website is: http://www.greenseal.org/findaproduct/index.cfm. The City has contracts with various Contractors who will supply the winning Proposer with Green Seal certified products for use in performance of City contract work, at City contract pricing. For the list of Contractors, contact the City Buyer.

Paper and Paper Product Requirements: The City desires use of 100% PCF (post consumer recycled content, chlorine-free) Grays Harbor paper, to comply with the City Executive Order and to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Keeney's Office Supplies at 425-285-0541.

The City prohibits vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential. Note - Keeney's is a Women Owned Firm and may be noted on your Outreach Plan.

Contractors shall duplex materials prepared for Seattle under this Contract, whether materials are printed or copied, except when impracticable due to the nature of the product. This is executed under the Mayor's Executive Order, issued February 13, 2005.

64. **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 296-800-108 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this RFP, RFP or contract proposal 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, importer, 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.

65. **Davis Bacon Act.**
If this work has federal funding, work in this contract is subject to prevailing wage requirements for both the State (RCW Chapter 39.12) and federal (Davis-Bacon and related acts), if such work has an applicable wage category. The Contractor and all subs must then comply with the Davis-Bacon Act (includes (40 U.S.C. 276a to a-7) and related Acts (Walsh-Healy Public Contracts Act for manufacturer, and the McNamara-O'Hara Service Contract Act for services), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

66. The Contractor and every Subcontractor must then pay the greater of the State prevailing wage rates and the federal prevailing wage rates as issued by the Secretary of Labor, on a classification by classification basis. Contractors shall be required to pay wages not less than once a week. The Contractor shall report all suspected or reported violations to the City.
http://www.gpo.gov/davisbacon/wa.html

67. **Prevailing Wage Requirements.**

    a. If 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, Contractor shall be responsible for compliance by the Contractor and all subcontractors with all provisions herein.

    b. Filing Your Intent: The awarded Contractor and all subcontractors shall file an Intent to Pay Prevailing Wage Form concurrent with the execution of the contract.
    - To do so, the Contractor and any of their subcontractors will require a Contract Number and Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed.

- The Contractor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval.
- The Contractor also shall require any subcontractor to also file an Intent with L&I.
- This must be done online at the L&I website: http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp.
- If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer.
- The Contractor shall notify the Buyer of the Intents that are filed by both the Contractor and all subs,

c. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates that were in effect at the time of proposal opening 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.

d. 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.

e. In certain situations, an Intent to Pay Prevailing wages shall be filed with the L&I and the Buyer, but the Contractor may indicate an exception on the Intent form that exempts the 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.

f. Prevailing Wage rates in effect at the time of proposal opening are attached. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).

g. 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.

h. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.

i. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington 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. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received.

j. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.

k. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).

l. 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 postured 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.

m. 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 proposal 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. 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 if the Contract requests a price increase in accordance with the price increase request requirements provided elsewhere in this contract. The Contractor must 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.

68. **Background/Criminal History Checks: The City may require background/criminal checks during the course of the contract for essential City purposes. The City does not intend to request background checks/verifications unless essential in the opinion of the City. Note that, in particular, Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require any contract worker that has access to certain locations/systems/data ("SCL Designated Access") to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. The requirements apply to all Contractor workers and mandate an appropriate Personnel Risk Assessment and security awareness training as directed by Seattle City Light. This section covers background/criminal checks for Contractor workers before they work on certain City tasks, systems and/or locations, to include the discovery and verification of criminal convictions and civil findings. The City may, at its option, determine that only a criminal history check will be performed. This section also covers the requirements if cyber security training is required.**

If the City notifies the Contractor to undergo background/criminal checks or cyber security training for Contractor workers, the following shall apply.

A. General Requirements

1. The City shall alert the Contractor that the contract task is "High Security" at the time the work request is made to the Contractor or as soon as practical thereafter.

2. Should the Contractor believe it cannot meet these obligations by the scheduled work start dates, the Contractor may seek mutual agreement to a revised start date, or if none is reached, decline the work.

3. The City may require that any Contractor worker receiving SCL Designated Access undergo a background/criminal history check and receive appropriate cyber security training. The Seattle Police Department (SPD) shall conduct all criminal history checks for Seattle Police Department services..

4. The Contractor shall provide a list of names, specified identification information (social security number, birth date and address) and a release signed by the worker for the City to perform a background/criminal history check. Contractor must provide the information to the City before any worker will receive be cleared for work. The list must be submitted at a date mutually agreed upon.

5. The City will conduct a background check using either the Seattle Police Department or any agency with whom the City selects. The City will review the resultant background/criminal history check results. The City shall notify the Contractor of acceptance or rejection of personnel in a timely manner. The City will perform the background check at City cost.

6. For workers rejected by the City, the Contractor will submit to the City alternative names for background checks. Contractor will submit those names promptly, as mutually agreed upon between the Contractor and the City.

7. The Contractor has responsibility to obtain City approval for a sufficient quantity of personnel to provide adequate coverage during the contract term. The City may allow the Contractor to submit a greater number of individuals for background checks and approval than is necessary to accomplish the contract tasks, in order to assure adequate coverage for the contract work (i.e. receive authorization for back-up crew members in the event of an absence by a scheduled crew member).

   Notwithstanding the schedules and responsibilities herein, the City and the Contractor may need to consider individuals for emergency replacement in the event a worker cannot perform or is terminated. In such event, the City may allow the Contractor to submit additional names in anticipation of such future need.

8. The City shall not unreasonably withhold approval of such individuals, although the City is not under the obligation to accept individuals that would otherwise be rejected as not suitable.

9. The Background/Criminal check must be renewed every four years for Contractor workers. If the worker was required by the City to undergo a background check

and/or cyber security training, the Contractor must likewise notify the City when that worker approaches four years. This notice to the City must be no less than sixty (60) days before the end of the four-year period. At that time, to comply with appropriate regulatory requirements, the City may require another background check/criminal.

10. The Contractor shall provide to the City, no less than eight (8) hours from when the status change becomes effective, notice of any Contractor worker who is: (i) reassigned or no longer requires Designated Access to perform the contract tasks, or (ii) terminated by the Contractor for any reason. In no case shall such notice be greater than eight (8) hours.

11. The Contractor shall immediately notify the City Project Manager to report if a worker has a change in criminal history or background status. The City may initiate a new background/criminal check for this or other cause during the term of the worker's access to the City.

12. For furniture moves, on the day(s) of service, at the job site, the Crew Chief is to submit the names of those present at the job site to the City Building Service Manager. The City Project Manager is responsible for rejecting any individuals that have not been approved by the City. Should such a rejection result in a failure by the Contractor to meet the Contractor obligations for a crew of sufficient size to complete the move, the Contractor assumes all resulting liabilities and damages in accordance with the contract and all terms and conditions.

B. Cyber Training Requirements: **The City may require that any Contractor worker receive appropriate cyber security training. Such workers must receive cyber security training once each year they work under the contract.**

C. Routine Elements of a Background/Criminal Report: **Routine background/criminal history check reports shall include identity verification (e.g. social security number verification) and a search of records from any federal, state or county court in the United States, an international records search, and records of all convictions or releases from prison within the last ten (10) years.**

D. Non-Routine Elements of a Background/Criminal Report

1. The City may search for dependency actions.
2. The City may search for information on protection proceedings related to sex offender, assault, abuse, or exploitation of a minor, developmentally disabled person, or vulnerable adult, or domestic relations proceedings.
3. The City may search for additional information detail, as determined by the City, above and beyond the scope of a routine background/criminal history check as defined in Section C, General requirements.
4. If the required access for the worker is subject to NERC, the City will require all workers to undergo annual Cyber Security Training offered by Seattle City Light. The workers will be paid for the time they spend in such training. If this requirement applies, the City will require the Contractor to submit a list of such workers and their status of Cyber Training annually upon contract anniversary.

69. **Security Access Requirements**

Contractors' Use of Premises

1. Contractor workers shall have only limited use of the premises for work, storage, access, and equipment.

2. Material/equipment staging areas will be limited to floors and areas designated within the Scope of Work. Maintain clear access to site and building entrances.

3. Driveway use will be limited to loading and unloading only.

4. For furniture moves, the Contractor shall be granted the use of up to two parking spaces in the Seattle Municipal Tower parking structure to be paid by the Contractor. Arrangements for the use of these two spaces must be made through the Building Management. Other parking spaces in the structure are available at the regular rates. Special parking arrangements may be made through IMPARK Inc., the garage operator at 628-9042.

5. Restrooms may have restricted access, as appropriate to the Scope of Work.

6. All workers who must provide services or delivery at a SCL facility must obtain prior permission from SCL and make arrangements for an SCL escort or background check is appropriate to the work while on the facility site.

Related Requirements and Documents

1. All Contractor employees at the job site shall wear identification that is prominent and clearly marked, which clearly identifies the individual as an employee with the building services company.

2. When appropriate, Contractors will be issued a Departmental Identification/Access Badge, for the designated contract period, giving them access to the facility for which they require access. These Identification/Access Badges will be returned to the Department at the completion of the contract.

To access pricing information, please use your login at www.uscommunities.org.