

Request for Quotation



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

ISSUE DATE: FEBRUARY 12, 2009

Request for Quotation (RFQ) **Services for Supplying Recycled Asphalt Shingles
Title: for the Shingles in Paving Demonstration Project**

RFQ Number: **57725**

Due Date: **March 6, 2009 - 4:00 p.m.**

Term Supply Requirement

Furnish recycled asphalt shingle as requested by King County Road Services personnel in accordance with the attached instructions, requirements and specifications.

Quotations are hereby solicited and will **only** be received in accordance with Section 5.1.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

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

SECTION 1 Instruction To Bidders

1.1 Introduction

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

1.2 Alterations to Document

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

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

1.3 Examination of Quotation Documents

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

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

1.4 Cost of Quotation and Samples

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

1.5 Quotation Effective Date

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

1.6 Quotation Price and Tax

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

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

Taxes: Sales tax, at an assumed 9%, shall be included in the quotation price. The County shall pay any Washington State sales taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State.

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

1.7 Questions and Interpretation of the RFQ

No oral interpretations of the RFQ will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Project Manager no later than ten (10) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

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

SECTION 2 Quotation Evaluation and Contract Award

2.1 Evaluation of Quotation

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

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

2.3 Financial Resources and Auditing

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

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

2.4 Forms Required Before Contract Award

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

- [Internal Revenue Service Form W-9 *](#)

- **Certificate of Insurance and Endorsement** * – Have Insurance Agent e-mail or Fax to Project Manager evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this RFQ.

*If not on file with the County

2.5 Rejection of Quotations

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

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

2.6 Public Disclosure of Quotation

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

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

2.7 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

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

3.3 Invoices and Payment

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

The Contractor shall bill to the address on the purchase order.

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

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

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

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

3.4 Rejection of Goods Or Services

After award, the Project Manager or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the

requirements of the specification and the quotation. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations. King County is not required to accept goods if the contract is terminated for convenience.

B. Termination for Default

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

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

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

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

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner. King County is not required to accept goods if the contract is terminated for default.

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

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

3.10 Indemnification and Hold Harmless

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

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

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

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

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

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

In the event the Contractor disagrees with the determination of the Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all

information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your quotation. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.20 Nondiscrimination and Equal Employment Program

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

3.21 Non-Waiver of Breach

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

3.22 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the

provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The annual value of this contract is not to exceed \$4,999.99. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this RFQ.

4.2 Contract Term

The term of this Contract will be one year.

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

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

4.3 Packing Slips / Delivery Tickets

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

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

4.4 Use Report

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

4.5 Warranty

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

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

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

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

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

4.6 Warranty Remedies

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

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

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

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

4.7 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract.

4.8 Insurance Requirements

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

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

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

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

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

Contractor's Pollution Liability: \$1,000,000 per occurrence / aggregate, with Asbestos/lead/PCB Abatement Liability of \$1,000,000.

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

SECTION 5 Technical Specifications

5.1 Introduction of Specifications

A. Project Background

The King County Solid Waste Division (KCSWD) initiated the *Shingles in Paving Demonstration Project* to demonstrate the successful use of tear-off post-consumer recycled asphalt shingles (RAS) in hot mix asphalt (HMA). Use of 3 to 5% RAS in HMA has been proven in other states to be the most successful recycling application for RAS derived from asphalt shingle scrap that would otherwise be wasted and landfilled. The project is being implemented by KCSWD in partnership with KCDOT and the Washington State Department of Transportation (WSDOT) to demonstrate the successful use of tear-off post-consumer RAS in HMA within a controlled study including extra materials testing and pavement monitoring. The RAS-modified HMA will be used within a single road maintenance overlay project in the Summer of 2009.

This RFQ was issued by the King County Department of Transportation (KCDOT) for the purpose of procuring services for supplying 70 tons of recycled asphalt shingle (RAS) for use in a HMA road maintenance overlay project in King County, WA. The purchased RAS material will be supplied directly to a paving contractor selected by KCDOT, and will be blended into HMA for the demonstration project.

Representatives from KCSWD, KCDOT and WSDOT comprise the Project Team. The Project Team, with help from a Project Advisory Group, produced the *Specifications for recycled asphalt shingles (RAS) derived from tear-off roofing scrap (RAS Specifications)* included as Attachment D. The RAS Specifications provides asphalt shingle recycling operators with the technical standards required to supply the RAS material to KCDOT for the 2009 demonstration project. The *RAS Specifications* are only intended for the 2009 *LinkUp Program Shingles in Paving Demonstration Project*. The *RAS Specifications* are **not** intended to be used as permanent materials standards or ongoing specifications. The results of the 2009 paving demonstration project will help determine how such specifications will be developed in the future.

More background information about the *LinkUp Program's Shingles in Paving Demonstration Project* can be found at <http://www.metrokc.gov/dnr/swd/linkup/shingles/paving-demo.asp>.

B. Paving Project Site Information

Road to be paved: SE 416th Street, Enumclaw, WA

Paving project owner: King County Department of Transportation, Road Services Division

Contact person / phone: Frank Overton / 206-296-8023

HMA producer / paving contractor: To be determined (TBD)

RAS delivery location: Facility of selected HMA producer / paving contractor, TBD

C. Schedule & Procurement Process

This section outlines the schedule and procurement process for selecting and working with an asphalt shingle recycling operator to produce the final RAS product for King County's *Shingles in Paving Demonstration Project*. Based on criteria outlined in Section 5.1.D of this RFQ, King

County will select an asphalt shingle recycling operator and provide limited technical assistance to ensure the production and delivery of a RAS product that meets project and performance specifications. Key milestones associated with the RAS procurement and production process are outlined below in the Project Schedule:

1. Project Schedule (some dates are subject to change)

Thursday, February 12, 2009	Send RFQ to known asphalt shingle recycling operators
Friday, March 6, 2009	RFQ submittal and sample due
Friday, March 20, 2009	Facility site visits and calls to references completed
Friday, March 27, 2009	Sample analysis verification by KCDOT and/or WSDOT complete
Tuesday, March 31, 2009	Selection of asphalt shingle recycling operator
April–May, 2009	Grinding, testing, verification
June, 2009	Final product verification
July 1, 2009	Samples to HMA producer for mix design
July – August, 2009	Shingle recycling operator to store and protect RAS product. If there is extended storage, shingle recycling operator may need to rescreen product or another suitable alternative process to assure the final product delivered is in a flowable form and not re-agglomerated (i.e., chunked up).
Sept, 2009 (date TBD)	Delivery of approved RAS product to paving contractor (to be selected) with a minimum of 2 weeks notice

2. Selection Process

Objective evaluation criteria outlined in Section 5.1.D of this RFQ will be used by the Project Team to select the best qualified bidder to supply RAS material to the 2009 *Shingles in Paving Demonstration Project*.

The Project Team will use the following methods to evaluate a Respondent's qualifications:

- Written responses to the RFQ (including Attachment A: Supply Verification Form, Attachment B: Price Schedule Worksheet).
- Quality of RAS samples accompanying written responses to the RFQ;
- Observations and interviews during site visits to the Respondent's Facility;
- Any other interviews;
- Information from local health, safety and environmental agencies; and
- Results from selected customer interviews.

3. Requirements of Contracted Asphalt Shingle Recycling Operator

Once under contract, the asphalt shingle recycling operator shall comply with all requirements outlined in the RAS Specifications (Attachment D). In addition, the contracted asphalt shingle recycling operator shall be required to:

Openly communicate with the King County Project Manager about the production of the RAS product

1. Adequately respond to specific questions or concerns of the King County Project Manager that arise during the production process
2. Agree to let Project Team members sample and test the RAS product as necessary during the production process
3. Supply supplementary information to the King County Project Manager to help document the demonstration project (e.g., cost, challenges, benefits, overall experience producing the product to specification).

As indicated in 5.1.C.1 *Project Schedule*, RAS sourcing, grinding, sampling and testing will occur between April and May, 2009. During this time, KCDOT and/or WSDOT may obtain grab samples for testing. The Project Team will work closely with the contracted asphalt shingle recycling operator to assist in the production of a quality product to meet the requirements outlined in the RAS Specifications. However, the supplier is responsible for meeting the specifications.

If the RAS Specifications are not met, King County will provide written notice to the asphalt shingle recycling operator with conditions and a schedule for bringing the product into specifications.

Once the RAS product has been approved by the Project Team, the contracted asphalt shingle recycling operator will provide a product sample to the HMA paving contractor for mix design. The contracted asphalt shingle recycling operator will store and protect the final product stockpile onsite until delivery to the HMA paving contractor in August or September 2009. If there is extended storage time, the contracted asphalt shingle recycling operator may need to rescreen the final product or use another suitable alternative process to assure the final product delivered is in a flowable form and not re-agglomerated (i.e., chunked up).

D. Criteria for Evaluation

It is King County's intent to use objective evaluation criteria to determine if a Respondent is qualified to supply RAS material to the 2009 Shingles in Paving Demonstration Project. The best qualified bidder will be awarded the contract to supply the RAS material. The Project Team will evaluate Bidders on the following:

- a. Ability to produce a high quality material that meets or exceeds specifications
- b. Ability to meet health, safety and environmental standards
- c. Ability and capacity to produce the RAS product in the necessary quantity and within the project schedule
- d. Lowest price

Tables D.1. and D.2. summarize specific criteria that will be used to determine the best qualified bidder. A successful Respondent must meet all of the criteria in Table D.1. The best qualified bidder will meet all of the criteria in Tables D.1. and D.2., *and* will score the highest overall points for criteria outlined in Table D.2. The Project Team will evaluate each Respondent in the following ways:

- Written responses to the RFQ;
- Quality of RAS samples accompanying written responses to the RFQ;
- Observations and interviews during site visits to the Respondent’s Facility;
- Any other interviews;
- Information from local health, safety and environmental agencies; and
- Results from interviews with selected customers from customer list.

Table D.1. – Criteria to Determine a Bidder Meets Minimum Requirements

Criteria 1 through 5 will be used to determine the responsiveness of the Bidders to the technical specifications. A successful bidder must meet criteria 1 through 5 with a “pass” determination for each.

Criterion	Evaluation Method
1. Did the respondent submit a RAS sample and all required tests and original lab reports? (Pass/Fail)	RFQ Response (Attachment C)
2. Did the RAS sample comply with the asbestos testing requirements as per instructions in this RFQ and the attached RAS Specifications? (Pass/Fail)	RFQ Response (Attachment C)
3. Does the Respondent have an AHERA–certified inspector on staff or under contract to inspect the incoming loads to be used to produce the RAS? (Pass/Fail)	RFQ Response (Attachment A); Site Visit
4. Is the Respondent compliant with local solid waste and handling regulations, including the comprehensive solid waste management plan, Chapter 173-350 WAC Solid Waste Handling Standards? (Pass/Fail)	RFQ Response (Attachment A) Site Visit Health Department Confirmation
5. Did the Respondent provide an itemized quotation price? (Pass/Fail)	RFQ Response (Attachment B)
6. Is the combined total cost total estimate of the quotation price (RAS material + testing + transportation + sales tax) more than \$0.01 and no more than \$4,999.99? (Pass/Fail)	RFQ Response (Attachment B)

Table D.2. Criteria to Determine the Best Qualified Bidder

The best qualified bidder will meet or exceed the criteria outlined below and will score the greatest points overall. As indicated below, 100 points are possible, with 70 points assigned to material quality and facility capabilities, and 30 points assigned to bid price. Evaluations will assign points relative to competing, qualified bid Responses. Criteria 7 through 14 will be used to determine the responsibility of the Bidders.

Criterion	Evaluation Method
7. Did the RAS sample meet or exceed the gradation requirements as stated in the attached RAS Specifications (Attachment D)? (10 points)	RFQ Response (Attachments C & D)
8. Did the RAS sample meet or fall below the deleterious materials limits as stated in the attached RAS Specifications? (10 points)	RFQ Response (Attachments C & D)
9. Can the Respondent meet the RAS production schedule as stated within this RFQ? (10 points)	RFQ Response (Attachment A)
10. Does the Respondent have the necessary capacity to receive tear-off shingles and process them into the specified RAS product? If no, does the Respondent have adequate plans to expand facility capacity to meet the project needs? (10 points)	RFQ Response (Attachment A); Site Visit
11. Do the Respondent's Facility product inventories and stockpile management plans comply with the RAS Specifications and other requirements of this RFQ? (10 points)	RFQ Response (Attachment A); Site Visit
12. Did the Respondent summarize its safety plan and itemize the supporting documentation available? Have there been any reported injuries over the last year? (10 points)	RFQ Response; Site Visit; Verify with L&I
13. Did selected and contacted customers of the Respondent indicate that the Respondent is capable of meeting the RAS Specifications and schedules? Is the Respondent generally responsive to their needs? (10 points)	RFQ Response; Customer Interviews
14. Is the combined total quotation price the lowest bid submitted? (30 points)	RFQ Response; (Section E)

E. Submittals

A complete response to this RFQ will include the following:

1. Cover letter (3 copies), including:
 - a. RFQ Title and Number
 - b. Other information the Respondent wishes to include, provided that the letter length does not exceed two (2) pages.
2. Attachment A: Supply Verification Form (3 copies).
3. Attachment B: Price Schedule Worksheet (3 copies).
4. Attachment C: RAS Sample Form (4 copies).
5. RAS Sample (1 sample) - Respondents must provide a 25-30 lb RAS sample that meets or exceeds the RAS Specifications.
6. Laboratory Test Results (4 copies). Copies of original laboratory reports for the following RAS materials tests (per the RAS Specifications) must be submitted:
 - a. Gradation
 - b. Extraneous material content (i.e., percent by weight of RAS that is non-shingle debris such as wood, plastic, metal or other such extraneous material)
 - c. Moisture Content
 - d. Asbestos (completed by an independent lab)
7. Safety Plan (3 copies), All safety plans for the facility must be itemized and made available upon request. The response to this RFQ must include a short description of mandatory safety procedures that are required on the site, including:
 - a. Truck traffic routing plans and controls (e.g., signs, verbal or hand signals)
 - b. Loader / skid steer routing plans, operations and traffic controls
 - c. On – site operators' (e.g., pedestrian) interactions with loaders / skid steers
 - d. Sorting operations
 - e. Grinding operation
 - f. Visitors safe areas during operations
 - g. Safety equipment
 - h. Listing of any reported injuries during 2008. King County will verify this information with Labor & Industries.
 - i. Other pertinent safety information
8. Customer List (3 copies) - List the names, addresses, contact persons and telephone numbers of customers for whom the Bidder has provided RAS product or similar goods in 2008, preferably in Washington State, for a period not less than six (6) months.

F. Submittals Procedures

Submittal Deadline: March 6, 2009, 4:00pm

Mail or hand-deliver submittals as follows:

1. Shipped or Delivered to: King County Department of Transportation
Attention: Frank Overton
King Street Center
201 S Jackson St
Mailstop: KSC-TR-0224
Seattle, WA 98104

- Three (3) copies of cover letter
- Three (3) copies of Supply Verification Form (Attachment A)
- Three (3) copies of Price Schedule Worksheet (Attachment B)
- Three (3) copies of RAS Sample Form (Attachment C)
- Three (3) copies of laboratory test results
- Three (3) copies of summary of Facility safety plans
- Three (3) copies of customer list

Use Label #1 on the last page of this RFQ

2. Shipped or Delivered to: Washington State Department of Transportation
Attention: Joseph DeVol
1655 South 2nd Avenue SW
Tumwater, WA 98512-6951

- One (1) copy of RAS Sample Form (Attachment C)
- One (1) RAS Sample
- One (1) copy of laboratory test results

Use Label #2 on the last page of this RFQ

SECTION 6 Quotation Response

6.1 Rules of Price Evaluation

Quotations meeting all requirements of this RFQ will be evaluated on price and the criterion in Section 5.1.D. Quotations stating price in effect at the time of shipment will not be accepted.

6.2 Delivery

Delivery shall be in accordance with the project schedule in Section 5.1.C.1. The delivery location will be within a 75 mile radius of the Space Needle in Seattle.

6.3 Pricing

King County is using an expedited purchasing approach for this RAS supply contract. Therefore, the minimum quotation for this project is \$.01 and maximum contract cost can be no more than \$4,999.99 including all costs of material, testing, sales tax and transportation. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

6.4 Customer List and Interviews

List the names, addresses, contact persons and telephone numbers of customers for whom the bidder has provided recycled asphalt shingle (RAS) product or similar goods in 2008, preferably in Washington State, for a period not less than six (6) months. The Project Team will select from among the customers and will conduct interviews with them. Should any customer interview responses be found unsatisfactory, King County, at its sole option, may reject that bidder's quotation. King County shall be the sole judge in determining a satisfactory/unsatisfactory customer interview response. **A customer list must be submitted with quotation.**

Attachment A: Supply Verification Form

Shingle Recycling Operator Information

Company name: _____

Address: _____

Web Site: _____

Contact Name: _____

Phone number: _____

Email: _____

We the undersigned, certify the following:

- We are compliant with local solid waste and handling regulations, including the comprehensive solid waste management plan, Chapter 173-350 WAC Solid Waste Handling Standards.
- We have an AHERA–certified inspector on staff or under contract to inspect the incoming loads to be used to produce the RAS for this project.
- We agree to fully comply with the sampling, testing and stockpiling requirements outlined in the RAS Specifications.
- We currently have the equipment and operations in place to meet the RAS Specifications for the required quantity (70 tons).
- We can meet the RAS production schedule as outlined in Section C.
- We agree to openly communicate about the production of the final RAS product with and to respond specific requests from the King County Contract Manager.
- We agree to let Project Team members sample and test the RAS product as necessary during the production process.
- We agree to provide information to enable King County to document the demonstration project. Such information may include (but is not limited to) costs challenges, benefits, or overall experience producing the product to specification.
- We agree to let King County share project information and images related to the RAS production process in external project communications (e.g. reports, workshops, articles). We understand that King County will share text and images with us in advance of external distribution.

Name, Title

Date

Attachment B: Price Schedule Worksheet

Price Schedule Worksheet

Company: _____

Contact: _____

Phone: _____

Email: _____

Item Number	Item Description	Unit	Qty.	Unit Cost	Total Cost (Unit Cost x Qty.)
1	Cost of Testing as Required by RAS Specifications (Maximum of \$750)	Lump Sum	1	\$	\$
2	Price Per Ton for RAS materials which meet RAS Specifications	Tons	70	\$	\$
3	Delivery Costs Per Ton to deliver within 75 mile radius of Seattle (Space Needle is deemed center)	Tons	70	\$	\$
				Subtotal	\$
				Sales Tax (Assume 9%)	\$
				Total Bid Price	\$

Note: Total Bid price must be greater than \$0.01 and no more than \$4,999.99.

Attachment C: RAS Sample Form

Shingle Recycling Operator Information

Company: _____

Contact: _____

Phone: _____

Email: _____

Sample Details

Date prepared: _____

Individual who prepared the sample: _____

Please check all that apply.

- The sample weight 25-30 lbs (excluding the container)
- Normal operations and processing methods and equipment were in use at time of sampling (i.e. no changes or special arrangements in processing were made for the sample other than to enhance safety of sample collection).
- The required sample tests (gradation, extraneous material content, moisture content and asbestos) were conducted following procedures outlined in the RAS Specifications.

As indicated in the attached lab test results, the enclosed RAS sample meets or exceeds the specifications outlined in the RAS Specifications for the following (please check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Gradation | <input type="checkbox"/> Moisture Content |
| <input type="checkbox"/> Extraneous material content (i.e., percent by weight of RAS that is non-shingle debris such as wood, plastic, metal or other such extraneous material) | <input type="checkbox"/> Asbestos (completed by an independent lab) |

If desired, provide additional information about the RAS product sample:

I certify that the above information is correct:

Name, Title

Date

Attachment D: RAS Specifications

Provided as separate attachment. Please see email communication from King County Roads Services Division announcing RFQ.

OPENING LABEL

Complete the labels below (or reasonable facsimiles) and affix to the exterior lower left hand corner of the submission envelope(s), box(es), etc.

Label #1

URGENT – SEALED RESPONSE ENCLOSED Do Not Delay – Deliver Immediately			
URGENT	 King County	King County Department of Transportation Attn: Frank Overton King Street Center 201 S Jackson St Mailstop: KSC-TR-0224 Seattle, WA 98104	URGENT
	RFQ Number	57725	
	RFQ Title	Services for supplying recycled asphalt shingles (RAS) for the Shingles in Paving Demonstration Project	
	Opening Date	February 12, 2009	
	Firm Name		

Label #2

URGENT – SEALED RESPONSE ENCLOSED Do Not Delay – Deliver Immediately			
URGENT	 King County	Washington State Department of Transportation Attention: Joseph DeVol 1655 South 2nd Avenue SW Tumwater, WA 98512-6951	URGENT
	RFQ Number	57725	
	RFQ Title	Services for supplying recycled asphalt shingles (RAS) for the Shingles in Paving Demonstration Project	
	Opening Date	February 12, 2009	
	Firm Name		