



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

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

VENDOR:
 D SQUARE ENERGY LLC
 1546 BOALCH AVE NW STE 70
 NORTH BEND, WA 98045

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

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

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
500871	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
02-FEB-11	P, Russell	
DATE OF REVISION	BUYER	
28-SEP-11	P Russell	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	38472	Net30days	Paid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(800) 820-0162	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>This Contract 500871 will also replace PO B23123 effective January 1, 2012. All invoices must reflect purchase order number 500871 when submitting for payment starting January 1, 2012. All terms and conditions of King County solicitation ITB 1278-10 and subsequent Change Orders and resultant purchase order being replaced remain unchanged.</p> <p>***** Contract Agreement *****</p> <p>For Emergency Generator and UPS Inspections, Maintenance and Repair for five years from February 1, 2011 through January 31, 2016 subject to the Termination clause in ITB 1278-10 PCR.</p> <p>Individual Purchase Orders will be placed against this contract, and D Squared shall Invoice against the PO number and not this Contract Agreement.</p>						

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

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

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

TOTAL

[Signature]
 Authorized signature

King County 10/11/2011 4:08:13 PM PAGE 2/004 Fax Server



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(800) 820-0162	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Purchase Agreement Effective From: 01-FEB-11 To: 31-JAN-16	Amount Agreed:					

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ACCEPTANCE:

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

TOTAL

Authorized signature

**PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

Invoices: Invoices must reference the purchase order number.

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

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

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

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

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

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



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					<p>ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.</p>		
					<p>TOTAL</p>		
					<p><i>DR Leach</i> Authorized signature</p>		

King County 3/28/2011 2:27 PAGE 002/003 Fax Server

**PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

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

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

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

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

Certification Regarding Debarment, Suspension and Other Responsibility

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

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

3/28/2011 2:27 PAGE 003/003 Fax Server

King County

"Original"
Invitation to Bid



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

ADVERTISED DATE: NOVEMBER 10, 2010

Invitation to Bid (ITB) Title: Emergency Generator Preventive Maintenance & Inspections

ITB Number: 1278-10 PCR

Due Date: November 30, 2010 - 2:00 p.m.

Buyer: Paul Russell, paul.russell@kingcounty.gov, 206-263-9317

Term Supply Requirement

Furnish generator inspections and maintenance as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 246,825.00

NO PRE-BID CONFERENCE	Sealed Bids are hereby solicited and will only be received by: King County Procurement Services Section Chinook Building, 3rd Floor 401 Fifth Avenue Seattle, WA 98104 Office Hours: 8:00 a.m. – 5:00 p.m. Monday - Friday
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BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered** 1 **to** 3 **have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.**

Company Name

D Square Energy, LLC

Address

1546 Boalch Ave NW #70

City/State /Postal Code

North Bend, WA, 98045

Signature

Print name and title

Don N. Dunavant, Owner

Email

d2@d2energy.com

Phone

206-947-1740

Fax

425-888-2931

SCS/DBE Certification Number

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

SECTION 1 Instruction To Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

The **original and four (4) copy(s)** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

1.3 Electronic Commerce and Correspondence

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

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

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

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

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

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

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

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the

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

2.5 Forms Required Before Contract Award

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

- Equal Benefit Worksheet and Declaration Form
- Internal Revenue Service Form W-9 *
- **Certificate of Insurance and Endorsement *** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.6 Rejection of Bids

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

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

2.7 Single Bid Receipt

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

2.8 Public Disclosure of Bids

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

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

2.9 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

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

3.3 Invoices and Payment

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

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

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

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

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

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

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

3.10 Indemnification and Hold Harmless

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

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

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

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

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

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

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

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

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

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment Opportunity

- A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. Equal Benefits To Employees With Domestic Partners - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

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

- D. **Nondiscrimination in Subcontracting Practices** - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- E. **Compliance with Laws and Regulations** - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- F. **Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities.** King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdcc>.
- G. **Sanctions for Violations** - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

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.

3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

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

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

3.24 Incorporation of Documents

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$250,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 Contract Administrative Fee

This contract is subject to an Administrative Fee (Fee), of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.

4.4 Price Revisions

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

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

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

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

4.5 Shipping Charges

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

4.6 Use Report

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

4.7 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.

4.8 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.

4.9 Pricing of Spare Parts

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

4.10 Hazardous Chemical Communication

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

4.11 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and:

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required **provision**.

4.12 Independent Status of Contractor

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

4.13 Non-Disclosure Obligation

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

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

4.14 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4.15 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.

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.**

4.16 Prevailing Wages

King County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County is providing the following applicable prevailing wage rate information:

- A. State of Washington prevailing wage rates published by the Washington State Department of L&I (L&I) are obtainable from the L&I website address:
 - <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- B. This project is located in King and/or Snohomish County; therefore, the King and/or Snohomish County wage rates must be used.
- C. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid or RFP document or as revised per addenda.

A copy of the applicable prevailing wage rates are also available for viewing at the County's Procurement offices located at 401 Fifth Avenue, Third Floor, Seattle, WA 98104-1818. Upon request, the County will mail a hard copy of the applicable prevailing wage rates for this project.

SECTION 5 - TECHNICAL SPECIFICATIONS

5-1 General

The work to be performed under this contract includes inspection, testing, performance of preventive maintenance and reporting the condition of the emergency power generating equipment. Additionally, the Contractor shall perform emergency repair of this equipment as approved by the appropriate Project Manager listed in **Attachment C** Project Managers.

5-2 Work Locations

The current list of generators to be tested, inspected and maintained is located at various locations throughout King County as listed in **Attachment B** Descriptions. King County reserves the right to add or delete generators/UPS's and locations from this list, as required.

5-3 Applicable Standards and Certification

The contractor shall comply with all applicable codes and regulations in the course of inspections, tests, and preventative maintenance of the generator systems to include, but not limited to, the following.

- A. National Fire Protection Assoc. (NFPA) Standard 110
- B. NFPA Standards 37 and 70B
- C. National Electrical Code (NEC)
- D. National Electrical Safety Code (NASI-C2-1977)
- E. National Electrical Testing Association (NETA) – Maintenance Specification for Generator sets.

The most up-to-date version of the above standards are to be incorporated in this contract by reference.

5-4 Inspection and Testing

- A. The Contractor shall inspect, test and conduct preventive maintenance on the generator systems in accordance with the manufacturer's recommended maintenance scheduled by each equipment type and system.
- B. With the exception of the UPS units and the Loadbank Testing of the generators, the scope of the contract is limited to non-electric components. Equipment shall be given visual and mechanical inspections in accordance with Exhibit B.
- C. The Contractor shall provide all tools, materials and equipment needed to perform all Inspections and maintenance in accordance with this specification. All test equipment used shall be in current calibration. The contractor shall carryout all necessary adjustments as part of the preventative maintenance.
- D. Oil and coolant analysis shall be performed by a reputable laboratory capable of performing spectrochemical analysis of these fluids and providing maintenance recommendations based on that analysis.
- E. The contractor shall obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing the work specified herein.

5-5 Reporting

The Contractor shall provide the appropriate Project Managers with documented test report (three copies) listing:

- A. Generator tested
- B. Summary of discrepancies found.
- C. Maintenance inspection checklists.
- D. Oil and Coolant analysis report and recommendations.

- E. Appropriate Fire Department confidence test form to be filled out for the last quarter of year. Each jurisdiction will have different rules on the appropriate reporting procedures. (see Exhibit B for Seattle's form). For generators located outside of the Seattle City limits, the Contractor shall be responsible to obtain the confidence test form from the appropriate Fire Department jurisdiction where the generator is located.

5-6 Preventative Maintenance and Repair

A. Preventative Maintenance Specifications

Preventative maintenance shall be conducted in accordance with the Manufacturer's scheduled maintenance specifications (or as amended to suit the County's specific needs). Preventative Maintenance is priced per Attachment A Pricing Schedules 1-7.

The contractor shall be responsible for securing their own copies of the manufacturer's documents. In some cases the documents are available from the County.

Contractor shall supply the County with the appropriate maintenance/repair manuals when Counties manuals are missing.

Preventative maintenance shall be scheduled with the appropriate Project Manager.

B. Repair

When the equipment requires repair or replacement of materials above and beyond normal preventative maintenance, all work shall be approved by the appropriate Project Manager prior to commencement of work. Repair work will be priced per Attachment A Pricing Schedules B & C.

For some equipment, County staff may perform needed repairs.

C. Prevailing Wage

Prevailing Wage Labor Rates shall be used to perform all work under the contract. (See Subsection 4.16 Prevailing Wage)

5-7 Scheduling of Work

- A. The Contractor shall submit within 30 days of Contract award to the appropriate County Project Manager a schedule of all quarterly inspection and preventative maintenance required under this contract to be performed during the twelve (12) months following notice. With the schedule, the contractor shall provide a checklist and standard forms to be used in a typical inspection.
- B. The contractor shall provide the appropriate Project Manager a copy of his/her checklist and notes before departing the site to reduce the time between inspection and corrective action.
- C. All work shall be scheduled such that any interruption of normal plant/area operation is kept to minimum and all systems should remain functional and in normal operating condition at the end of each workday. Some inspections may need to be performed outside of normal day shift hour (i.e. generators in the King County Transit Tunnel). All inspections shall be scheduled at least twenty-four (24) hours in advance with the appropriate Project Manager.
- D. Non-emergency Repairs
Shall be completed within one week of agreed upon repair start date.
- E. Emergency Repairs
Contractor shall respond back to the appropriate Project Manager within twelve (12) hours of a request for Emergency repair with a time within the next six (6) hours to inspect the Generator, draw up and present to the appropriate Project Manager for approval the repair plan.

5-8 Site Inspection

Site Inspections, maintenance and repairs shall be arranged by contacting the appropriate Project Managers listed in **Attachment C Project Managers**.

5-9 Quality Assurance

At the start of the contract, the Contractor shall establish an information system, which shall include a file for each generator documenting basic information about the unit, providing a means to document and track preventative and corrective maintenance history.

Appropriate County Project Managers will direct the Contractor to the correct storage location of the generator/UPS history records.

5-10 Criminal History Records Check

- A. Two of the Locations listed in Attachment B are King County correctional facilities and access is restricted. The Contractor is required to submit and receive approval for each individual employee prior to performing work at the location. Failure to obtain prior approval will result in denial of access.
- B. The two locations are:
 - King County Correctional Facility - [KCCF]
 - Norman Maleng Regional Justice Center - [MRJC]
- C. Bidder and or Contractor may send the forms to the sergeant at any time. Bidder may submit the forms anytime before notice of award if they want to ensure that their designated employees are allowed on the restricted locations.

Criminal History Records Check form attached.

- D. Send Records check to:
 - Sgt. David Bliss
 - Corrections Sergeant
 - 500 5th Ave. - Seattle Division
 - Seattle, WA 98104
 - office 206-296-1209 –fax 206-296-1202
 - david.bliss@kingcounty.gov

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

- A. Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. Bidder shall bid on all items in all Schedules to be responsive. The entire bid will be awarded to one Contractor.
- B. No alterations to the specifications, pricing information section, and the terms and conditions of this ITB is allowed. Any alteration may render a bid non-responsive. Bidders must submit the pricing sheet included in the bid documents. Submittal of a different pricing sheet may render your bid as non-responsive.
- C. In the event of a discrepancy between the unit price in Attachment A, **Schedules A and B** and the extended price, the unit price will prevail.
- D. For any Generators/UPS added after award of the Contract, the Contractor shall provide the services using the same pricing structure/margin as the items listed in this ITB. A copy of the pricing quote for Generators added after the award of this contract shall be sent to the buyer for the file and shall hold for the remaining term of the contract.
- E. Per Schedules 1 - 7

Prices include all costs to perform the work including but not limited to: labor, materials, supervision/ management, equipment and all overhead and profit, as well as any other ancillary costs (travel, mileage, fuel, trip charge, reports) associated with completing this work.

Prices in Schedules 1-7 do not include services listed in **Attachment A Schedule A, B and C.**

- 1. Inspection
 - a. Quarterly inspections shall be performed in accordance, with **Exhibit A, Sections A and C.** The unit price listed on the pricing sheets shall be an annual amount (4 x quarterly cost) per generator.
 - b. The County will pay invoices for completed quarterly inspections. The quarterly cost shall not exceed the annual cost, submitted on the bid, divided by 4.
 - c. See **Attachment A Descriptions** for location and description of each unit.
- 2. Preventative Maintenance
 - a. Per Subsection 5.6 A
- 3. Annual Loadbank test
 - a. Conducted once a year (in conjunction with one of the quarterly inspection) in accordance with **Exhibit A, Section B Loadbank.**
 - b. Unit price shall be the price of performing one Loadbank test on one generator set.

F. Per Schedule A

- 1. **Schedule A Oil & Coolant spectrochemical analysis**
 - a. These two analyses shall be performed once per each quarterly inspection on each Generator listed in Schedules 1-6 (excluding Schedule 7 for UPS's).
 - b. Provide in space in Schedule A the specific laboratory to perform the analysis.
 - c. Price includes all work to analysis the samples including: collecting and sending the samples to the laboratory, and receiving and distributing the resulting analysis report to the appropriate Project Manager.

G. Per Schedules B & C

Repairs will be performed on a Labor and Parts basis using the rates in **Attachment A Schedules B and C**

1. Schedule B Labor Rate

This labor rate is for labor (scheduled by the appropriate Project Manager) to repair the listed equipment, outside of the work performed under Schedules 1 - 7.

2. Schedule C Parts

This schedule covers all parts needed to repair or maintain the listed equipment – and does not include consumables used during Inspections or Loadbank work.

The discount percentage offered for Parts shall be consistent for all parts purchased under this Contract. For evaluation purposes assume the following Estimated Annual Usage. Provide the Discount % (if any) from the Manufacturer's Suggested List Price (MSLP). If no discount off is offered, enter 0% in the appropriate space. To calculate the Extended Total, subtract the [Discount x \$40,000] from \$40,000 (Extended Price).

6.2 Delivery

Bid prices shall include delivery FOB destination. (See Subsection 5.7 Scheduling of Work for response times)

6.3 Bidder Information required

Names of staff members who will be designated to work on this contract and list their valid, current certification form the local fire department to work on emergency generators.

Name	Title	Current Certifications	Expiration Date
Colin McGuinness	Service Technician	Eastside Fire & Rescue	12/31/12
Wes Rau	" "	" " "	"
Barry Palmer	" "	" " "	"
Eli Petras	" "	" " "	"
Matt Taylor	" "	" " "	"

6.4 Prompt Pay Discount

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

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

Prompt pay discount offered n/a % - Days, Net 30

6.1 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than three (3) years. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference shall be submitted with bid.**

Company
Name: City of Monroe
Company
Address: 769 Village Way, Monroe 98272
Company
Phone: 360-794-6100
Contact
Person: Jakeh Roberts
Dates: 1/1/08-present

Company
Name: Eastside Fire & Rescue
Company
Address: 175 Newport Way NW, Issaquah
Company
Phone: 425-313-3200
Contact
Person: Kelly Refvem
Dates: 1/1/95-present

Company
Name: Renton School District
Company
Address: 300 SW 7th St, Renton 98055
Company
Phone: 425-204-4420
Contact
Person: Laura DeLeeuw
Dates: 1/1/07-present

Company
Name: BNSF Railroad
Company
Address: 5324 Trent Ave, Spokane
Company
Phone: 509-536-6927
Contact
Person: John Wiener
Dates: 6/1/07-present

Exhibit A

Minimum Inspection/Testing Requirements

E. Quarterly Inspection

1.	Walk-Around Inspection:	Check engine, generator, radiator, guards, fittings, louvers, intake, exhausts and overall system for debris, loose or broken parts and corrosion Make note of hour meter reading
1	Generator and Control Panel:	<ol style="list-style-type: none"> 1. Visual inspection-check for loose, broken or damaged wiring or components. Lubricate generator bearing if required 2. Check condition of all gauges. Notify if repair is necessary 3. Inspect brushes for proper tension and commutator/slip rings for wear if so equipped 4. Check for phase unbalance, make recommendations to correct (if observed) 5. Log voltage, frequency and ammeter readings on inspection report 6. Check alarm annunciator for proper operation 7. Inspect voltage regulator and associated control cabinets 8. Thermal Scan with infra-red gun of control circuits and main conductors
2.	Governor/ Speed Control:	<ol style="list-style-type: none"> 1. Inspect linkage and maintain oil level (if required) Lubricate linkage as required 2. Inspect stop solenoid if so equipped
3	Engine control Module	Check operation of the over crank, over speed, low oil pressure, high engine temperature and low coolant level shutdown safety features (if so equipped)
1	Batteries:	<ol style="list-style-type: none"> 1. Check specific gravity in each cell with hydrometer 2. Maintain electrolyte level 3. Clean and tighten terminals and connections as necessary 4. Perform load test 5. Record Battery charging amperage reading 6. Check and note months left on battery warranty
2	Battery Chargers:	Check for proper operation - Notify if repair is necessary
1	Cooling System:	<ol style="list-style-type: none"> 1. Check for proper coolant level and "top-off" if required 2. Check for signs of leakage 3. Test antifreeze freeze point and cooling system conditioner (with litmus paper) "Top off conditioner if required 4. Inspect hoses and belts 5. Take coolant sample for analysis 6. Thermal scan With infra-red gun of cooling system
2	Radiator Louvers	Check for proper operation (Lubricate?)
3	Jacket Water Heater:	Check for clean, secure electrical connections, coolant leaks and proper operation of heater - Notify if any correction is necessary

1	Air Cleaner:	<ol style="list-style-type: none"> 1. Inspect indicator if so equipped 2. Check air intake system, replace filter as necessary 3. Inspect element for dirt, debris or other conditions, which could inhibit airflow
2	Engine Exhaust System:	<ol style="list-style-type: none"> 1. Inspect for leaks and rusted silencer and /or components 2. Inspect insulation and guards 3. Inspect condensate trap 4. Clean spark box if equipped
3	Fuel System:	<ol style="list-style-type: none"> 1. Inspect for leaks and drain water separator (if required) 2. Check fuel level in tanks (if accessible) and compare with gauges 3. Notify if supply is insufficient 4. Inspect line-up of all valves and/or automatic fuel transfer system 5. Change fuel filters and bleed fuel system (if necessary) 6. Check Fuel Supply pump - Inspect for proper operation - Check for leakage 7. Check for proper manufacturer's specified operating fuel pressure 8. Check fuel shutdown valve for proper operation (if so equipped)
4	Belts:	Visually inspect for worn, broken or loose belts (alternator, fan, drive, etc.)
5	Engine Lubrication System:	<ol style="list-style-type: none"> 1. Check the oil level and "top-off" if required 2. Inspect for leaks 3. Inspect crankcase breather system and lube oil pan heater 4. Check for proper manufacturer's specified operating oil pressure - Record readings 5. Take oil sample for analysis
6.	Engine Operation:	<p>Start engine and complete the following checks:</p> <ol style="list-style-type: none"> 1. Leaks and Noises Check for leaks and/or unusual noises 2. Stop Engine Check for proper cool down cycle timing 3. Safety Shutdown and Alarm: Test all safety shutdowns and alarms for proper operation, including any remote annunciation if so equipped. 4. Instrumentation <ul style="list-style-type: none"> • Inspect all instruments and gauges for proper operation • Check that all switches are in proper position for automatic start 5. Load Test <ul style="list-style-type: none"> • Load test generator simulating a power failure (when site supervisor will allow a load transfer to the generator) Note time to transfer • Performance (during loaded run, if practical) • Check Frequency and Voltage readings 6. Engine <ul style="list-style-type: none"> • Check belt drive tension, adjust if necessary • Check vibration damper alignment • Check engine timing, adjust as necessary • Clean and check spark plugs and ignition system components • Check injectors, pop test as necessary (if so equipped) • Monitor engine temperature and evaluate cooling system • Degrease engine and surrounding gen. set, as necessary • Check operation of block heater and thermostat

1		<ol style="list-style-type: none"> 1. Inspect all connections for tightness and chaffing 2. Check operation of all timing relay systems 3. Check the calibration of the under-voltage sensor, reset pickup and drop out voltage as necessary 4. Check calibration of over-voltage sensor and measure time delay, adjust as necessary (if installed) 5. Check calibration of frequency sensor, band width and time delay, adjust as necessary 6. Monitor operation of linear motor during power transfer, if possible 7. Check calibration of optional control modules (3-wire start, programmed transition signal, etc), if installed 8. Check operation of exercise clock and reset (as designated by owner) if necessary 9. Carefully inspect all connections and wiring for signs of overheating or chafing, make recommendations as necessary 10. Insure switch alignment in accordance with desired operating characteristics 11. Instruct owner personnel in day-to-day upkeep of switch and gen. set 12. Thermal scan with infra red gun of all connection points internal to ATS 13. Thermal Scan with infra red gun of AC distribution panel
1	Departure Inspection:	<ol style="list-style-type: none"> 1. Ensure all switches in the automatic position read for a power failure 2. Generator circuit breaker in proper position 3. Fuel valves in proper position 4. Block heater, battery charger, etc. in "on" position. 5. Secure doors, panels, etc 6. Check out with site representative
2	Reports	<ol style="list-style-type: none"> 1. Submit inspection report per Owners standards 2. Submit Fire Inspection Report to local Fire Department (if required)

F. Loadbank Tests

Carry out loadbank tests once annually in compliance with the manufacturer's established guidelines for each unit. Unless otherwise specified by the manufacturer's guidelines, each unit shall be operated at 90 percent of rated load.

As a minimum, each generator shall be run under load for a period of two (2) hours, one quarter of which shall be at the 90 percent of rated load.

The contractor shall provide a loadbank rated at 480 volts, 3 phase, 4 wire, and test each generator under resistive load. King County will provide a water source and drain at each location for water-Cooled units.

Note: Loadbank testing may have to be conducted outside of normal day shift working hours.

G. Fire Department Confidence Testing

Perform and document confidence testing as required by the Fire Department where the Generator is located as a part of the final quarterly inspection for each year (See Subsection 5.5 Reporting, E.)

Exhibit B
Seattle Fire Department
Confidence Testing Emergency Generator

Address: _____

Occupied As: _____

Building Owner: _____

Address: _____ City State: _____ Zip: _____

Date of Inspection: _____

Type of Inspection: Annual: _____ Acceptance: _____

Generator Manufacturer: _____

Engine Brand: _____

RPM: _____ DVA: _____ Hour meter reading: _____

1. Starts on power failure: Yes: ___ No: ___ (Trip main disconnect for the emergency panel).

2. Volts: ___ Amps: ___ Hertz: ___ (full load)

3. Is generator run light on? Yes: ___ No: ___

4. Is the maintenance record posted? Yes: ___ No: ___

5. Who does maintenance? _____

6. Adequate fuel supply? (2-hour minimum) Yes: ___ No: ___

7. Do transfer switches operate correctly? Yes: ___ No: ___

8. Is any non-emergency equipment connected to the generator? Yes: ___ No: ___

9. Does all required fire and life safety equipment operate on generator? Yes: ___ No: ___

10. Does connected load exceed generator capacity? Yes: ___ No: ___

11. Acceptance tests required copy of manufacturer's certification.

Price Rules

Per Schedules 1 - 8 (See Part C Subsection 6.1 A)

Per Schedules A - D (See Part C Subsection 6.1 B)

Location	Address	Generator	Diesel	kW Rating	Inspection per Year Price	Preventative Maintenance	Loadbank Test per Year Price	
		Make & Model	Make & Model					
Schedule 1								
KC Transit Locations								
1	Atlantic Base Fuel & Wash	1555 Airport Way S, Seattle	Onan DFA5558472N	Cummins 6CFA8362	125	\$1,000.00	\$375.00	\$450.00
2	Atlantic Base Maintenance		DMT 125CA	Cummins 6CTA83G	125	\$1,000.00	\$375.00	\$450.00
3	Bellevue Base	1795 124th NE, Bellevue	Northern Energy NL	John Deere 6081	75	\$1,000.00	\$350.00	\$400.00
4	Capital Hill	1729 E Madison in Seattle 98122	Generac 8884940100	John Deere 2.4L 4024TF270	30	\$1,000.00	\$350.00	\$400.00
5	Columbia Tower	76th Fl. roof, Cherry & 4th Ave, Seattle	Onan 12DJC	Onan	12	\$1,000.00	\$400.00	\$400.00
6	Control Center, TRCC	1263 6th Ave S, Seattle 98134	Cummins DFHC	QST30G3	900	\$1,600.00	\$750.00	\$700.00
7	East Base Portable	1975 124th NE, Bellevue	Caterpillar SR4B	Caterpillar 3406	350	\$1,000.00	\$550.00	\$450.00
8	East Base Maintenance		AC Delco E7055L1	Detroit 10637005	125	\$1,000.00	\$375.00	\$450.00
9	Eastgate Garage	14200 Eastgate Way, Bellevue	Kohler 80	John Deere 6081	85	\$900.00	\$400.00	\$400.00
10	Exchange Bldg-old	821 2nd Ave, Seattle	ILI 150 D34	Case 504B DTI	150	\$1,000.00	\$425.00	\$450.00
11	Exchange Bldg-new		Taiyo T7457B	S6E	52	\$1,000.00	\$350.00	\$400.00
12	Federal Way	30215 56th Ave S, Auburn 98001	Generac 9216900100	John Deere 2.4L 4024TF270	30	\$1,000.00	\$350.00	\$400.00
13	Issaquah Garage	1755 Highlands Drive NE, Issaquah 98027	Cummins GGKB	GTA 8.3G1	125	\$1,000.00	\$375.00	\$450.00
14	North Base Bus Parking Garage	I-5 and N 163rd, Shoreline	Onan 200DEBD	Cummins NT855G4	200	\$1,000.00	\$450.00	\$450.00
15	North Base Emergency (upper Lot)		Olympian D25PFS	Perkins C50330	25	\$1,000.00	\$350.00	\$400.00
16	Norway Hill	16302 104th Ave NE, Bothell	Generac 8884940100	John Deere 2.4L 5030HF270B	60	\$1,000.00	\$350.00	\$400.00
17	Power Distribution Base	2255 4th Ave S, Seattle	Onan DGFA	Cummins 6CTA8.3-G2	150	\$1,000.00	\$425.00	\$450.00
18	Power Distribution Portable Generator		Katolight D350FRV4	Volvo TAD 1232GE	350	\$1,000.00	\$450.00	\$450.00
19	Redmond Van Pool	6046 West Lake Sammamish PWay NE Redmond, 98052	Kohler 20RZPA185113	Ford LRG423	20	\$900.00	\$350.00	\$400.00
20	Redmond Transit Center	16201 NE 83rd St., Redmond 98052	Cummins GGLB	GM 8.1L	150	\$1,000.00	\$375.00	\$450.00
21	Ryerson Base	1220 4th Ave S, Seattle	LIMA 31650815	Detroit 6VF110768	250	\$1,000.00	\$525.00	\$450.00

Location	Address	Generator	Diesel	kW Rating	Inspection per Year Price	Preventative Maintenance	Loadbank Test per Year Price	
		Make & Model	Make & Model					
22	South Base Fuel & Wash	12100 E Marginal Way S, Tukwila	Kato 75 SX9E	Waukesha F475D	75	\$1,000.00	\$375.00	\$400.00
23	South Base Maintenance		Altech AV03004B	Volvo TAD1230G	300	\$1,000.00	\$525.00	\$450.00
24	Tiger Mountain	Highway 18	Dayton 4w166C	Briggs 303776	5	\$900.00	\$300.00	\$350.00
25	Tunnel CPS	North Tunnel entrance 98101 9th & Olive st. Seattle	Caterpillar SR4	Caterpillar 3406	300	\$1,000.00	\$500.00	\$450.00
26	Tunnel IDS	South Tunnel entrance 533 5th Ave. So. Seattle	Caterpillar SR4	Caterpillar 3406B	200	\$1,000.00	\$450.00	\$450.00

Schedule 2

KC Airport Locations

1	7300 Building	7300 Perimeter RD S, Seattle	Onan - 100DGDB w/ remote fuel tank monitor	Cummins -6BT5.9-G2	100	\$800.00	\$375.00	\$400.00
2	Main Terminal	7277 Perimeter RD S, Seattle	Onan - DGCB	Cummins -4BT3.9-G4	60	\$800.00	\$350.00	\$400.00
3	FAA Tower	8200 E Marginal Way, Seattle	Onan (Genset) - DGFB-J	Cummins -6CTA8.3-G	175	\$800.00	\$425.00	\$450.00
4	ARFF Station	8190 E Marginal Way, Seattle	Onan - 125DGEA-J	Cummins -6CT8.3G	125	\$800.00	\$400.00	\$450.00

Schedule 3

KC FMD Central Locations * Approved Background Check required for access

1	Administration Building	500 4th Ave. Seattle, 98104	Kato 300 SR9E	Cummins VT171710P	300	\$800.00	\$500.00	\$450.00
2	Chinook Building	401 5th Ave. Seattle, 98104	Caterpillar SR46	Caterpillar 3A12	800	\$800.00	\$750.00	\$750.00
3	Courthouse	516 3rd Ave. Seattle, 98104	Kohler 7M4046	Detroit Diesel 1000 ROZD4	1000	\$800.00	\$800.00	\$850.00
4	Yesler Building	400 Yesler Way Seattle, 98104	Detroit Diesel 100 D8EJD	John Deere 4045 HF 285 H, I, J	100	\$800.00	\$400.00	\$400.00
5	King County Correctional Facility - [KCCF]	12th Floor, 500 5th Ave, Seattle, 98104	New Age Stamford AC634D	Caterpillar 3512 (3512D1)	850	\$800.00	\$750.00	\$1,600.00
6	Norman Malang Regional Justice Center - [MRJC] Central Plant	401 4th Ave. N, Kent, 98032	Cummins NW, 1250DFLC	Cummins-KTA50G3	1250	\$800.00	\$900.00	\$1,350.00
			Cummins NW, 1250DFLC	Cummins-KTA50G3	1250	\$800.00	\$900.00	\$1,350.00

Location	Address	Generator	Diesel	kW Rating	Inspection per Year Price	Preventative Maintenance	Loadbank Test per Year Price	
		Make & Model	Make & Model					
Schedule 4								
KC FMD Outlying Locations								
1	Precinct 2	18118 73rd Ave NE	Onan 20DL4L24848D	Cummins L423D-10390C	20	\$900.00	\$325.00	\$400.00
2	Precinct 3 (Maple Valley)	22300 SE 176th St, Maple Valley, 98038	D30/27361	Generac	30	\$900.00	\$325.00	\$400.00
3	Precinct 4 / SW District Court	14905 6th Ave SW, burien, 98146	Kohler 150R0ZJ	John Deere	150	\$1,000.00	\$450.00	\$450.00
4	RCECC Generator #1	3511 NE 2nd ST.	Cummins 7500DFHA	Cummins Qst30-GI-NRJ	750	\$800.00	\$725.00	\$700.00
5	RCECC Generator #2		7500 DFHA	QST30-GI-NRI	750	\$800.00	\$725.00	\$700.00
6	KC Elections Facility [Earlington] (Renton)	919 SW Grady Way, Renton, 98056	Cummins DGFC-5782319	Cummins GCTA83GZ	250	\$1,000.00	\$525.00	\$450.00
7	Barclay/Dean	4623 7th Ave S.	Kohler 45RZ72	Ford Propane	39	\$900.00	\$375.00	\$400.00
8	AOC Outside (KC Airport at Boeing Field)	9010 E. Marginal Way S. Seattle, WA 98108	Caterpillar	Caterpillar 3412	500	\$800.00	\$625.00	\$450.00
9	AOC Inside (KC Airport at Boeing Field)		United States Motors S60D18	White Engines Inc. D-3000TX192M12	60	\$800.00	\$500.00	\$400.00
10	Youth Service Center (YSC) [Alder Complex] (Seattle)	1211 E. Alder, Seattle, 98122	Onan 300DFCB	Cummins NTA-855-G2	300	\$1,000.00	\$550.00	\$400.00
Schedule 5								
KC OIRM Locations								
1	Rattlesnake	14600 Rattlesnake Rd SE Snoqualmie 98065	Generac 8884560100	5030HF270 John Deere 2.4L	60	\$1,200.00	\$450.00	\$400.00
2	Squawk Mountain	10900 Sqyawk Mountain Issaquah 98027	Generac 8884570100	John Deer 2.4L Generac OF2649	60	\$1,200.00	\$450.00	\$400.00
3	Sobieski	Sobieski Mountain near Skykomish	Onan 30.0 DDA-158R20889	Onan ATUD224	30	\$1,200.00	\$400.00	\$400.00
4	Ring Hill	22905 Old Woodinville Duval Rd,	Onan DGBD-3380406	Cummins 6BT5.9-G6	100	\$1,200.00	\$500.00	\$400.00
5	Federal Way	3203 South 360th St, Federal Way	Onan DGDB-33688088	Cummins 6BT5.9-G6	100	\$1,200.00	\$500.00	\$400.00
6	Top Hat	200 S 112th St., Burien	Onan	Cummins	60	\$1,200.00	\$475.00	\$400.00

Location		Address	Generator	Diesel	kW Rating	Inspection per Year Price	Preventative Maintenance	Loadbank Test per Year Price
			Make & Model	Make & Model				
Schedule 6								
KC Solid Waste Locations								
1	Cedar Hills Landfill front office	16645 228 th Ave S.E. Maple Valley, WA 98038	Onan 50DGCAL 30672A	Cummins 4BT 3.9	50	\$800.00	\$475.00	\$400.00
2	Cedar Hills Landfill Shop		Onan 100DGBL 30488A	Cummins 6BT 5.9	100	\$800.00	\$525.00	\$450.00
3	Cedar Hills Landfill Pump Station #1		Onan NT 855GS2	Cummins 440FDR7112JJU	215	\$800.00	\$600.00	\$450.00
4	Cedar Hills Landfill Pump Station #2		Kohler KSP-DMTD-01005	John Deere 4045TF270	35	\$800.00	\$450.00	\$400.00
5	Cedar Hills Landfill Pump Station #4		Onan NT 855GS2	Cummins 50CFDR7116JJU	230	\$800.00	\$600.00	\$450.00
6	Cedar Hills Landfill Pump Station #5		Aptech 100431RSL 2010B8W	John Deere R06076T122438	125	\$800.00	\$550.00	\$450.00
7	Cedar Hills Landfill Stormwater pond		Simpower 5P0300D30 S6B3-PTAS	Mitsubishi 432RSL4018	285	\$800.00	\$600.00	\$450.00
8	Enumclaw Transfer Station	1650 Battersby Ave. E., Enumclaw, WA 98022	Onan 275DFBF	Cummins NT-855-G6	275	\$1,000.00	\$625.00	\$450.00
9	Algona Transfer Station	35315 West Valley Highway, Algona, WA.	Caterpillar SR4B	Caterpillar 3306	250	\$1,000.00	\$625.00	\$450.00
10	Houghton Transfer Station	11724 NE 60 th St. Kirkland, WA 98033	Kohler UD	John Deere PE6068H349897	160	\$1,000.00	\$575.00	\$450.00
11	Shoreline Transfer Station	2300 N. 165 th St., Shoreline, WA 98133	Kohler 500-1000DS-4	Detroit Diesel R0837K36	500	\$1,000.00	\$625.00	\$500.00
12	Vashon Island Transfer Station	18900 Westside Highway SW, Vashon, WA 98070	Caterpillar SR4B	Caterpillar 3406C	125	\$1,600.00	\$550.00	\$450.00
Schedule 7								
KC FMD Outlying Locations			UPS					
1	RCECC UPS	3511 NE 2nd St., Renton, 98056	Powerware 9315 Plus 160			\$1,600.00	\$600.00	
2	RCECC lighting inverter		Powerware WR2.0R2500N1			\$1,600.00	\$600.00	
Schedule 8								
KC OIRM Locations			UPS					
1	Crista	19303 Fremont Avenue NW, Shoreline	LaMarche A36F-100-48V			\$1,200.00	\$400.00	
2	Federal Way	3203 South 360th Street, Federal Way	LaMarche A36F-100-48V			\$1,200.00	\$400.00	
3	Grass	Enumclaw	LaMarche A36F-100-48V			\$1,600.00	\$500.00	

Location	Address	Generator	Diesel	kW Rating	Inspection per Year Price	Preventative Maintenance	Loadbank Test per Year Price
		Make & Model	Make & Model				
4 King County Courthouse	516 3rd Avenue, Seattle	LaMarche A36F-50-48V-ABD1			\$1,200.00	\$400.00	
5 Rattlesnake	North Bend	LaMarche A36F-100-48V			\$1,600.00	\$500.00	
6 Ring Hill	22905 Old Woodinville-Duvall Road, Duvall	LaMarche A36F-100-48V			\$1,600.00	\$500.00	
7 Sobieski	Skykomish	LaMarche A36F-100-48V			\$1,200.00	\$400.00	
8 Squak	10900 Squak Mtn. Rd., Issaquah	LaMarche A36F-100-48V			\$1,600.00	\$500.00	
9 Tophat	200 S 112th St., Burien	LaMarche A36F-50-48V-ABD1			\$1,200.00	\$400.00	
10 View Park	8869 S.E. View Park Road, Southworth	LaMarche A36F-100-48V			\$1,600.00	\$500.00	

Sum of Schedules 1-8 \$149,700.00

Schedule A

		Est Qty	Each Coolant analysis	Extended Price
Oil & Coolant spectrochemical analysis to be conducted for each generator on each quarterly inspection				
Specify laboratory:				
1	Coolant analysis (ea)	200	\$35.00	\$7,000.00
2	Oil analysis (ea)	200	\$25.00	\$5,000.00

Schedule B

		Est Qty	Replacement	Extended Price
Replacement of Fluids: includes Labor and Fluids cost				
1a	Coolant - Kw 5-60	10	\$150.00	\$1,500.00
2a	Coolant - Kw 70-200	5	\$250.00	\$1,250.00
3a	Coolant - Kw 210-740	5	\$350.00	\$1,750.00
4a	Coolant - Kw 750+	3	\$575.00	\$1,725.00
1b	Engine Oil - Kw 5-60	10	\$200.00	\$2,000.00
2b	Engine Oil - Kw 70-200	5	\$300.00	\$1,500.00
3b	Engine Oil - Kw 210-740	5	\$550.00	\$2,750.00
4b	Engine Oil - Kw 750+	3	\$1,000.00	\$3,000.00

Location	Address	Generator	Diesel	kW Rating	Inspection per Year Price	Preventative Maintenance	Loadbank Test per Year Price
		Make & Model	Make & Model				
Schedule C							
				Est Qty	Each Labor Hr	Extended Price	
Labor rate for repair of generators							
1	Prevailing wage 8:30 a.m. - 4:30 p.m., Monday - Friday.			250	\$105.00	\$26,250.00	
2	Prevailing wage 4:30 p.m. - 8:30 a.m., Monday - Friday, all day Saturday, Sunday			40	\$185.00	\$7,400.00	
Schedule D							
				Est Annual Usage	% Discount	Extended Price	
Parts and Supplies				\$40,000	10.00%		

Also place value on cover of ITB