

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



King County

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

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

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

SYLVANIA LIGHTING SERVICES CORP
100 ENDICOTT ST
DANVERS, MA 01923

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. 511282	REVISION 0	PAGE 1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE 19-MAY-11	BUYER M Schumacher	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO. 39428	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	FOB Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE PAUL SCHMIDT	(951) 216-5839	REQUESTOR / DELIVER TO
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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>AS THE PRIMARY CONTRACTOR, FURNISH ENERGY EFFICIENCY ELECTRICAL LIGHTING UPGRADES AS REQUESTED BY AUTHORIZED KING COUNTY FACILITIES MANAGEMENT DIVISION PERSONNEL DURING THE PERIOD MAY 16, 2011 THROUGH MAY 15, 2016, IN ACCORDANCE WITH KING COUNTY ITB 1272-10-MZS AND RESPONDING BID OF SYLVANIA LIGHTING SERVICES, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>THIS IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES. INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING.</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT.</p> <p>ESTIMATED ANNUAL CONTRACT VALUE: \$ 300,000.00</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

DR Leach
Authorized signature



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Purchase Order

PURCHASE ORDER NO. 511282	REVISION 0	PAGE 2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE 19-MAY-11	BUYER M Schumacher	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO. 39428	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE PAUL SCHMIDT	(951) 216-5839	REQUESTOR / DELIVER TO
----------------------------------------	----------------	------------------------

.IIC	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	Purchase Agreement Effective From: 16-MAY-11 To: 15-MAY-16	Amount Agreed:					

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

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

ACCEPTANCE:

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

TOTAL

DR Leach
Authorized signature

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Invoices: Invoices must reference the purchase order number.

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

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

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

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

Certification Regarding Debarment, Suspension and Other Responsibility

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

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

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: DECEMBER 16, 2010

Invitation to Bid (ITB) Title: Electrical Lighting Upgrades, Energy Efficiency

ITB Number: 1272-10-MZS

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

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

Term Service and Supply Requirement

Furnish Energy Efficiency Electrical Lighting Upgrades in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 146,034.00

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

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that Addenda numbered 1 to 7 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 Sylvania Lighting Services Corp.

Address 100 Endicott ST

City/State /Postal Code
Danvers, MA 01923

Signature Graham Wark

Print name and title
Graham Wark, Vice President

Email
graham.wark@sylvania.com

Phone 978-777-1900 Fax 978-646-6956

SCS/DBE Certification Number

N/A

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

SECTION 1 Instruction To Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

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

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

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

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

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

1.3 Electronic Commerce and Correspondence

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

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

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

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

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

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

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

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

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

2.5 Substitutions

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other data necessary for comparison. The county retains the sole right to accept or reject substitutions.

2.6 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.
- Certificate of Lobbying Activities

*If not on file with the County

2.7 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.

2.8 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.

2.9 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."

2.10 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 \$ 300,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 Contract Administrative Fee

This contract is subject to an Administrative Fee (Fee), 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

A. Services

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

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

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

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

B. Materials and Equipment

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

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

4.5 Shipping Charges

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

4.6 Packing Slips

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

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

4.7 Use Report

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

4.8 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of final 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. In addition to this warranty, the Contractor shall include:

A. Any extended or special warranties offered by equipment manufacturers.

B. A five (5) year warranty for all ballasts.

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

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

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

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

4.9 Warranty Remedies

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

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

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

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

4.10 Pricing of Spare Parts

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

4.11 Product Return

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

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

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount to King County.

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

4.12 Hazardous Chemical Communication

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

4.13 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

4.14 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.

4.15 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.

4.16 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.

4.17 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 County; therefore, the King 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.

4.18 Insurance Requirements

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

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

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

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

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

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

Section 5 Department of Energy (DOE) Energy Efficiency Block Grant Special Terms and Conditions

It is the contractor's responsibility to comply with all state and federal law in performing the tasks undertaken with respect to this contract. As applicable and required by Federal and State Law, the following provisions and references are included in this Contract:

5.1 Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body; any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any

contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized —

1. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and
2. to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages — of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in

connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature – If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution – After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of

taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

5.2 Reporting and Registration Requirements Under Section 1512 of the Recovery Act

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

5.3 Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" AND "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

5.4 Required Use of American Iron, Steel, and Manufactured Goods – Section 1605 of the American Recovery and Reinvestment Act of 2009

- (a) Definitions. As used in this award term and condition—
 - (1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
 - (2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways,

streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(a) Domestic preference. (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(b) Request for determination of inapplicability of Section 1605 of the Recovery Act .

(1) (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

- (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
 - (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (c) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of Measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	\$ _____
Domestic steel, iron, or manufactured good	_____	_____	\$ _____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	\$ _____
Domestic steel, iron, or manufactured good	_____	_____	\$ _____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

5.5 Wage Rate Requirements Under Section 1606 of the Recovery Act

- (a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

5.6 Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

5.7 DAVIS BACON ACT REQUIREMENTS

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) Definition.—"Site of the work"—

(1) Means—

- (i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and
- (ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—
 - (A) Located in the United States; and
 - (B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

- (i) They are dedicated exclusively, or nearly so, to performance of the award or project; and
- (ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an award.

- (b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities

If the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

Section 6 Technical Specifications

6.1 General

This Contract shall provide energy efficiency upgrades of electrical lighting systems in County facilities to meet the King County 2010 Energy Plan goal of a ten (10) percent normalized net reduction in energy use by the year 2012. To accomplish this goal, the King County Facilities Management Division (FMD) intends to retain the services of a qualified electrical contractor with experience in retrofitting electrical systems in facilities for improved energy efficiency, energy performance and reduced operating costs.

Under this Contract the Contractor shall provide energy efficient upgrades of electrical lighting systems, including lamps and ballasts. This Contract does not include installation of or any work on lighting control equipment, or repairs.

6.2 Description of Existing Lighting Systems

Existing lighting fixtures generally in use at King County facilities that are scheduled for lamp and/or ballast replacement in the retrofit include:

A. Fluorescent Lighting Fixtures:

F40T12 and/or F34T12 type lamps installed in recessed 2'x 4' and 2'x2' parabolic or lensed troffers with lamps in rows of two, three, and four, two-lamp strip lighting fixtures for use in coves or architectural valances.

B. Decorative suspended indirect/direct fixtures

Used with T12 or T8 lamps in use in some locations.

6.3 King County Facility Information and Locations

King County FMD has numerous buildings located in the downtown Seattle corridor and throughout the rest of King County, including three (3) secured correctional facilities, as listed below:

A. District Courts

1. Aukeen District Court
 1210 South Central
 Kent, WA 98031
2. Bellevue District Court
 585 112th Avenue Southeast
 Bellevue, WA 98009
3. Issaquah District Court
 4515 220th Avenue Southeast
 Issaquah, WA 98029
4. Northeast District Court
 15920 Northeast 85th Street
 Redmond, WA 98073
5. Shoreline District Court
 18050 Meridian Avenue North
 Seattle, WA 98133

6. Southwest District Court
601 Southwest 149th Street
Burien, WA 98166
- B. Public Health Centers
1. Auburn Public Health Center
20 Auburn Avenue
Auburn, WA 98002
 2. Eastgate Public Health Center
14350 Southeast Eastgate Way
Bellevue, WA 98007
 3. Federal Way Public Health Center
33431 13th Place South
Federal Way, WA 98003
 4. North Public Health Center
10501 Meridian Avenue North
Seattle, WA 98133
 5. Northshore Public Health Center
10808 Northeast 145th Street
Bothell, WA 98011
 6. Renton Public Health Center
3001 Northeast 4th Street
Renton, WA 98056
White Center Public Health Center
10821 Eighth Avenue Southwest
Seattle, WA 98146
- C. Police and Sheriff's Facilities
1. Barclay Dean Building
(Police Evidence Warehouse)
4623 Seventh Avenue South
Seattle, WA 98108
 2. King County Shooting Sports Park
(Ravensdale Police Shooting Range)
26520 292nd Avenue Southeast
Ravensdale, WA 98051
 3. Police MARR Facility
16628 Southeast 176th Place
Renton, WA 98056
 4. Police Precinct #2
(Includes the Kenmore Police Shooting Range)
18118 73rd Avenue Northeast
Bothell, WA 98011

5. Police Precinct #3
22300 Southeast 231st Street
Maple Valley, WA 98038
6. Police Precinct #4
14905 Sixth Avenue Southwest
Burien, WA 98166

D. Detention Facilities

1. King County Correctional Facility
500 Fifth Avenue
Seattle, WA 98104
2. King County Youth Service Center
1211 East Alder Street
Seattle, WA
3. Maleng Regional Justice Center
620 West James Street
Kent, WA 98031

E. Downtown Courthouse Complex

1. Chinook Building
401 Fifth Avenue
Seattle, WA 98104
2. Goat Hill Garage
415 Sixth Avenue
Seattle, WA 98104
3. King County Administration Building
500 Fourth Avenue
Seattle, WA 98104
4. King County Courthouse
516 Third Avenue
Seattle, WA 98104
5. Yesler Building
400 Yesler Way
Seattle, WA 98104

F. Miscellaneous Outlying Buildings

1. Black River Building
900 Oaksdale Avenue Southwest
Renton, WA 98055-1219
2. Elections and Records Warehouse
1215 East Fir Street
Seattle, WA 98122
3. Regional Animal Services of King County
21615 64th Avenue South
Kent, WA 98032

4. Regional Communications and Emergency Coordination Center (RCECC)
3511 Northeast 2nd Street
Renton, WA 98056

6.4 Building Additions and Deletions

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

6.5 Site Access

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

Minimum Requirements

6.6 Contractor Qualifications

- A. The Contractor shall possess and maintain throughout the duration of this Contract, a current State of Washington 01 General Electrical Contractor's License and provide written evidence of compliance within five (5) days of the County's written request.
- B. The Contractor shall be registered, bonded and insured and have at least five (5) recent consecutive years prior experience providing the services and equipment described herein, including general electrical contracting.
- C. The Contractor shall be required to maintain the necessary resources to obtain all materials and provide sufficient personnel to perform the specified work and the terms and conditions of this ITB.
- D. The Contractor's business shall be open, available and accessible a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 5:00 p.m. Pacific Standard Time Monday through Friday.
- E. Contractor's Personnel
 1. All Contractor and subcontractor employees performing work under this Contract shall meet the requirements of these specifications.
 2. The Contractor shall have fully trained service personnel assigned to work on this Contract and shall be skilled electrical journey-level wiremen or certified technicians employed by an International Electrical Testing Association (NETA) company.
 3. All journey-level wiremen or NETA certified technicians performing work under this Contract shall possess a current State of Washington 01 Electrical Worker's License.
Contractor shall provide copies of license within five (5) days of the County's request prior to award of Contract.
 4. Service personnel shall have a minimum of five (5) recent consecutive years of individual experience with electrical systems analysis, testing procedures and preventive maintenance services and shall be trained in Occupational Safety and Health Administration (OSHA) requirements for working on or near energized or de-energized electrical equipment.
 5. Apprentices or trainees may be utilized and assigned non-critical tasks and shall work under the direct supervision of a certified journeyman electrical worker that holds a current State of Washington 01 Electrical Worker's License.

6. Contractor's service personnel shall be knowledgeable and capable of diagnosing problems with the lighting fixtures and their components.
7. The Contractor shall retain subcontractors as required to complete all service work requested by the County under the Contract.
8. Contractor's employees shall have visible company identification while on County property.

6.7 Contractor's Responsibilities

The Contractor shall be responsible for the following activities:

- A. The Contractor shall provide all labor, materials, tools and equipment required for the work described in individual work orders.
 1. The County will reimburse the Contractor for the actual cost of any rental equipment required to perform the work of the Contract.
 - a. All equipment rentals shall have written approval from the County's designated representative.
 - b. Contractor shall attach receipts for all equipment rentals to the applicable invoice.
 2. Unless otherwise indicated, no County tools or equipment will be available for the Contractor's use.
 3. Security of Contractor's Equipment

The Contractor shall be responsible for the security of its equipment and material on the site. The County will not take any responsibility for missing or damaged equipment, tools, or personal belongings.
- B. The Contractor shall provide appropriate levels of planning, coordination and scheduling, to ensure that the reliability of a facility's electrical system is not unreasonably compromised.
 1. For example, unreasonably compromising the electrical system includes, but is not limited to, disconnecting the power to a facilities servers or alarm systems. The Contractor needs to coordinate and schedule work in conjunction with the facilities systems.
 2. As some of the work to be performed is within secured correctional facilities, the Contractor shall thoroughly assess the security systems of these buildings, to ensure building security can be fully maintained during performance of work under the Contract.
- C. Buy American

Contractor shall ensure that all Buy American requirements as listed in Section 5 of this ITB are met for all lamps and ballasts not covered by a waiver for the Buy American Recovery Act provisions for projects funded by the American Recovery and Reinvestment Act of 2009 administered by the Office of Energy Efficiency and Renewable Energy (EERE). These waivers can be viewed at: http://www1.eere.energy.gov/recovery/ba_waivers.html.
- D. Rebate and Incentive Programs

Contractor shall be responsible for providing documentation required to obtain available rebates and incentives from local utility companies.

 1. Rebates and incentives will vary depending on the utility company. Current rebates and incentives from Puget Sound Energy (PSE) and Seattle City Light can be found at:

- a. PSE
 - (1) Incentives
 - <http://www.pse.com/solutions/forbusiness/pages/comRebates.aspx?tab=2&chapter=1>
 - (2) Rebates
 - <http://www.pse.com/solutions/forbusiness/pages/comRebates.aspx?tab=1&chapter=1>
 - b. Seattle City Light
 - http://www.seattle.gov/light/conserves/business/cv5_fi.htm
2. Required documentation usually includes quantities, model numbers, and some performance specifications of what has been or will be installed to show that the work qualifies for the rebate. Hours for compiling the documentation should be included in Contractor's Project Manager time.

6.8 Quality Control and Code Compliance

The Contractor shall provide all electrical services in accordance with:

- A. International Electrical Testing Association (NETA) standards.
- B. National Electrical Code (NEC).
- C. National Fire Protection Agency (NFPA).
- D. International Building Code (IBC).
- E. Washington State Nonresidential Energy Code (WSNREC)
- F. All other applicable industry and reference standards, codes and ordinances.

6.9 Hours of Work

All work shall be performed by the Contractor as scheduled. Hours of work may vary and will be specified in individual Work Orders.

- A. Response Time
 - 1. General
 - a. Response time shall be defined as the amount of time between King County's initial contact with the Contractor or Contractor's designated answering service and the time the service is performed.
 - b. Contractor shall commence the specified work in sufficient time and pursue such work regularly as to assure the completion of said work in a timely manner or as mutually agreed.
 - 2. Initial Response

Contractor shall respond via a return telephone call within one (1) business day of the County's initial contact with the Contractor or Contractor's designated answering service, Monday through Friday.

3. Regular Scheduled Work

a. The Contractor shall begin Work at any King County location in accordance to the mutually agreed upon schedule, but no later than 60 days after the initial request unless otherwise directed by King County.

b. Completion of Work

Work shall be completed within the set schedule unless otherwise mutually agreed upon between the County and the Contractor.

6.10 Project Management

A. Project Manager

The Contractor shall designate a Project Manager (PM) who will be assigned project responsibility. The Contractor shall be available to assist the County in identifying and resolving all retrofitting issues and problems associated with the Work Orders. The County will designate a Project Manager who will be responsible for project management of Contractor Work Orders.

1. Contractor's Project Manager's duties shall include but are not limited to the following:

- a. Consulting with the County to discuss the scope of work required in Work Orders.
- b. Preparation of a written work scope and cost proposal for Work Orders based upon Contract pricing which shall be submitted to the County's Project Manager for approval.
- c. Collection of manufacturer certificates of compliance with Section 1605, Buy American Act, as required by ARRA funded projects.
- d. Preparation of a written Project Schedule for Work Orders which shall be submitted to the County's Project Manager for approval.
- e. Upon receipt of a written Notice to Proceed for each Work Order from the County, complete services detailed in the Work Order in accordance with these specifications and within the agreed upon Project Schedule.
- f. Work Order Change Orders
Any additional work associated with the retrofit work required to complete the Work Order.
 - (1) The Contractor shall submit a written work scope, cost proposal and schedule for all change orders to the County for approval.
 - (2) Any additional work under a change order shall require prior written authorization from the County.
- g. Coordinate all planned retrofit activities with the designated King County Project Manager.
 - (1) All retrofit work shall be conducted to minimize disturbances and down-time.
- h. Procuring electrical permits and any other approvals as required by the applicable governing authorities.
 - (1) Contractor shall schedule and coordinate all inspections required by all permit agencies.
 - (2) The County will reimburse the Contractor for the actual costs of permits.

- i. Energy Saving Rebates and/or Incentives
Contractor shall:
 - (1) Provide to the County all necessary calculations and other documentation required to obtain rebates and incentives.
- j. Coordinating lamp and ballast removal and recycling in compliance with federal, state and local regulations.
 - (1) Contractor shall provide certificate of recycling.
 - (2) Information regarding the disposal and recycling of lamps and ballasts can be found at:
http://www.lhwmp.org/home/publications/publications_detail.aspx?DocID=H%2fJkCwBk0lk%3d.
- k. Completion of Work Order
When a Work Order is completed, Contractor shall:
 - (1) Submit a letter of substantial completion to the County.
 - (2) Correct any deficiencies noted in a Punchlist provided by the County following the County's inspection of the completed work, as required to obtain the County's approval.
- l. Submittal of Warranties, Rebates and Permits
Provide all warranties, signed-off permits and documentation of rebates and incentives for Work Orders to the County for their review.
- m. Final Acceptance
Final Acceptance will occur when the County provides a written acceptance to the Contractor after:
 - (1) Contractor's successful completion of a Work Order, and
 - (2) The County has received all applicable warranties, permits and rebate documentation for the Work Order(s).

6.11 Invoicing and Pricing

A. Monthly Invoices

The Contractor shall submit progress billings monthly to King County for work provided, based upon the percentage of completion of the tasks described in the Work Orders.

- 1. Permits
 - a. Pricing for permits shall be based upon permit invoices with no Contractor markup allowed.
 - b. Permit invoices shall accompany Contractor billings.

2. Contractor Parking

King County will not provide free Contractor parking for work performed under this Contract. The Contractor shall pay for any and all parking expenses, including any tickets, related to all Work performed with respect to this Contract.

6.12 Background Check Requirement

All of the Contractor's employees and subcontractor's employees performing work within the King County Correctional Facility, King County Maleng Regional Justice Center, or King County Youth

Service Center shall undergo and pass a background investigation conducted by King County Department of Adult and Juvenile Detention (DAJD). Employees needing access into the above facilities shall fill-out all information requested in the "Authorization Form for Criminal History Reference Check" (attached at the end of this ITB) and shall submit the form to the County a minimum of five (5) working days before access is needed. Background screening may also be required at police facilities or other secure County facilities. The Contractor shall not perform any work at County facilities until all background checks have been completed and approved by the County.

A. Secured Facilities

Locations requiring a background check include, but are not limited to:

1. Maleng Regional Justice Center (MRJC)
2. King County Correctional Facility (KCCF)
3. King County Youth Services Center

6.13 King County Escort of Contractor Personnel

King County Facilities Management Division and/or King County DAJD may require and provide an escort for the Contractor or subcontractor's personnel when work is being performed in King County facilities.

6.14 Safety Requirements

A. All Contractor and subcontractor service personnel working in King County buildings shall follow all OSHA safety and health standards and regulations.

B. Safety Work Plan

Prior to providing any non-energized or energized electrical services for the County, the Contractor shall submit a written safety work plan for County review.

C. Accident Reports

1. The Contractor shall immediately report to the County any accidents to persons or property occurring upon County property.
2. As soon after the accident as practicable, the Contractor shall submit to the County a detailed written report describing the accident, the damage caused and the probable cause(s) of the accident.

The written report shall include diagrams and photographs, as applicable.

6.15 Asbestos and Hazardous Materials

A. Upon encountering asbestos, materials suspected of containing asbestos, or any other toxic or hazardous materials, the Contractor shall immediately stop work and shall not remove, cut, or repair said materials.

1. The Contractor shall not enter or work in any area suspected of containing asbestos or other hazardous materials.
2. The Contractor shall immediately notify the County if asbestos or other hazardous materials are encountered during the work.

B. The County will provide for removal or encapsulation of all asbestos or other hazardous materials. The County will also be responsible for any required testing, air monitoring and disposal of asbestos or other hazardous materials. The Contractor shall not reenter the area which contained asbestos or other hazardous materials until so directed by the County in writing.

Section 7 Product Requirements

7.1 General

The Contractor shall:

- A. Verify retrofit lighting system illumination levels meet or exceed current Illuminating Engineering Society (IES) recommendations for the type of facility and tasks performed as noted in the Illuminating Engineering Society of North America (IESNA) Lighting Handbook.
- B. Verify egress lighting locations meet NFPA 101 requirements. Where egress illumination levels are deficient, the Contractor shall provide additional egress illumination as necessary to meet NFPA 101 requirements.
- C. Coordinate with King County to ensure installed retrofit lighting system replacement lamps meet the requirements of United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) 2009 for Existing Buildings Operations and Maintenance, Material and Resources Credit 4 "Sustainable Purchasing – Reduced mercury in Lamps" with an overall target maximum of 90 picograms of mercury per lumen-hour.

Contractor shall provide compliance documentation.

- D. Provide, components, equipment and appurtenances in compliance with Washington State Nonresidential Energy Code Requirements.

7.2 Lighting Retrofit Work

A. High-Performance Retrofit Kits

Where scheduled high-performance retrofit kits are required to replace outdated lenses, parabolic louvers, lamps, and ballast combinations without full fixture replacement, the fixture housing and wiring shall remain in place.

- 1. The retrofit kit shall replace the internal fixture components, lamps, and louvers.
- 2. Contractor shall provide the specified retrofit package or approved equal.
- 3. The Contractor shall be responsible for verification of kit compatibility with existing fixtures.
- 4. The aluminum louver, channel cover, lamps and ballasts shall be recycled.

B. Fluorescent Fixtures

- 1. Fluorescent strips located in coves and behind architectural valances shall receive lamp and ballast replacements.
- 2. Indirect/direct decorative fluorescent fixtures shall receive lamp and ballast replacements.

C. Egress lighting fixture

- 1. Egress lighting fixtures not connected to a generator or a central battery system shall have their existing battery packs replaced with new battery packs. Contractor shall provide Bodine or approved equal battery packs with a test switch and Light-emitting Diode (LED) indicator light.

D. Recycling and Disposal Plan

The Contractor shall prepare and submit per Subsection 8.7.B.1.a a recycling and disposal plan to the County's designated representative for approval. Refer to the Local Hazardous Waste Management Program website for information on the disposal of fluorescent lamps and ballasts: <http://www.lhwmp.org/home/mercury/fluorescent/business.aspx>.

1. The Contractor shall be responsible for all costs associated with recycling services.
2. Contractor shall submit certificates of recycling per Subsection 8.7.B.3.d.

7.3 Products

A. General:

1. Contractor shall provide material and equipment that are acquired from manufacturers regularly engaged in the production of such products, which are of equal material, design and workmanship to those manufacturers specified in these specifications.
2. Products shall have been used in a commercial or industrial application for two (2) consecutive years prior to the bid due date.
 - a. The two (2) year period shall include applications of equipment and materials under similar circumstances and of similar size.
 - b. The product shall have been on sale on the commercial market through advertisement, manufacturer's catalogs, or brochures during the two (2) year period.
3. Where two (2) or more items of the same class of equipment are required, these items shall be products of a single manufacturer.

B. Replacement Lamps

1. All replacement lamps shall be from a single manufacturer.
2. Specific Replacement Lamp Type Requirements and Characteristics
 - a. T8, T5 Fluorescent and Compact Fluorescent Lamps
All replacement T8, T5 fluorescent and compact fluorescent lamps shall be TCLP compliant.
 - b. Fluorescent Lamps
All replacement fluorescent lamps shall be low mercury type, 3500K, 80 CRI minimum.
 - c. Fluorescent and Compact Fluorescent
All replacement fluorescent and compact fluorescent shall be compatible with electronic ballast operation.
 - d. Replacement Lamp Characteristics:

Lamp Type	Rated Life (min)	Mean Lumens	Mercury (mg)
F32T8	24,000 hours	2800 (minimum)	3.5 (maximum)
F31T8U	24,000 hours	2636 (minimum)	10.0 (maximum)
F14T5	20,000 hours	1240 (minimum)	3.5 (maximum)

<u>Lamp Type</u>	<u>Rated Life (min)</u>	<u>Mean Lumens</u>	<u>Mercury (mg)</u>
F28T5	20,000 hours	2660 (minimum)	3.5 (maximum)
F24T5HO	20,000 hours	1840 (minimum)	3.5 (maximum)
F54T5HO	20,000 hours	4600 (minimum)	3.5 (maximum)

C. Replacement Ballasts

Contractor shall:

1. Provide instant-start T8 electronic ballasts for all spaces having less than three (3) lamp starts per day.
2. Use programmed-start T8 electronic ballasts for all spaces having more than two (2) lamp starts per day.
3. Provide program-start electronic ballasts for T5 and T5HO lamped fixtures.
4. Ballast factors shall be 0.88 normal and 1.2 high performance for T8 lamps and T5 lamps shall have 0.95, 1.0 and 1.15 for high performance lamps.
5. Current Crest Factor shall be 1.45 to 1.55.
6. Use Advance Mark X, Mark VII or approved equal dimming fluorescent electronic ballasts.
7. Ballasts shall be warranted for parts and labor by the manufacturer for a period of five (5) years.

D. Retrofit Schedule and Options

1. Retrofit work shall be based upon the following options in the schedule listed below in Subsection 7.3.D.2-7
 - a. **Note:** The schedule below will be revised to meet project specific requirements. The proposed retrofit option shall be listed by room number or area in the far right hand column.
 - b. Retrofit scheduled below have depth restrictions.
The County will consider retrofit kits other than those scheduled below, if they are consistent with those specified in the schedule where the existing lensed troffers are less than 3-1/2 inches deep and parabolic fixtures have louvers less than 4-3/4 inches deep.
 - c. Descriptions of options listed below are provided in Subsection 7.3.D.8 Schedule of Lighting Fixture Retrofit Options.
2. Retrofit options for existing fluorescent lighting fixture lamps and ballasts while maintaining (approximate) illumination levels:

Existing Lighting Fixtures, Lamps and Ballasts	Available Options
4-foot industrial strip fluorescent fixture	refer to option 1 or 2
Recessed decorative cove	refer to option 3
4-foot fluorescent wraparound fixture	refer to option 4, 5, or 6
Suspended continuous row fixtures	refer to option 30, 31, or 32

Existing Lighting Fixtures, Lamps and Ballasts	Available Options
Single or multi-lamp fluorescent fixtures	refer to option 37
Multi-lamp fixtures, inboard/outboard switching	refer to option 38

3. Retrofit options for existing fluorescent lighting fixtures on a lense/louwer "type for type" basis and maintaining (approximate) illumination levels:

Existing Lighting Fixtures, Lamps and Ballasts	Available Options
2'x2' parabolic louwer	refer to option 7, 8, 11, or 13
2'x4' parabolic louwer	refer to option 20
2'x2' lensed troffer	refer to option 14 or 16
2'x4' lensed troffer	refer to option 25 or 26

4. Retrofit options for existing fluorescent lighting fixtures on a lense/louwer, "type for type" basis with reduced illumination levels:

Existing Lighting Fixtures, Lamps and Ballasts	Available Options
2'x2' parabolic louwer	refer to option 12
2'x4' parabolic louwer	refer to option 22
2'x2' lensed troffer	refer to option 15, 17
2'x4' lensed troffer	refer to option 24, 27, or 29

5. Retrofit options for existing parabolic louwer fixture to architectural enhanced volumetric fixture and maintaining (approximate) existing illumination levels:

Existing Lighting Fixtures, Lamps and Ballasts	Available Options
2'x2' parabolic louwer	refer to option 34, 35, or 36
2'x4' parabolic louwer	refer to option 21 or 33

6. Retrofit options for existing fluorescent lighting fixture to architectural enhanced volumetric fixture with reduced illumination levels:

Existing Lighting Fixtures, Lamps and Ballasts	Available Options
2'x2' parabolic louwer	refer to option 9, 10, or 18
2'x2' lensed troffer	refer to option 19
2'x4' parabolic louwer	refer to option 23 or 28

7. Retrofitting options for existing fluorescent lighting fixtures on a lense/louwer, "type for type" basis with high performance electronic ballasts providing increased illumination levels:

Existing Lighting Fixtures, Lamps and Ballasts	Available Options
2'x2' parabolic louver	refer to option 39, 40, or 41
2'x4' parabolic louver	refer to option 44
2'x2' lensed troffer	refer to option 42 or 43
2'x4' lensed troffer	refer to option 45

8. Schedule of Lighting Fixture Retrofit Options

Below is a schedule that will be completed by the Contractor as part of the Work Order process and will vary by location. Contractors shall complete the information under the Manufacturer / Catalog Number and Room No. / Area columns during the Work Order process.

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Kit Description	Manufacturer / Catalog Number	Room No. / Area
1	4' long surface mount or suspended industrial strip, one (1) T12 lamp	Provide one (1) F32T8 lamp and electronic ballast		
2	4' long surface mount or suspended industrial strip, two (2) T12 lamps	Provide two (2) F32T8 lamps and electronic ballast		
3	4' long surface mounted fluorescent cove, one (1) T12 lamp	Provide one (1) F32T8 lamp and electronic ballast		
4	4' long surface mount or suspended floor wraparound, one (1) T12 lamp	Provide one (1) F32T8 lamp and electronic ballast		
5	4' long surface mount or suspended floor wraparound, two (2) T12 lamps	Provide two (2) F32T8 lamp and electronic ballast		
6	4' long surface mount or suspended floor wraparound, three (3) T12 lamps	Provide three (3) F32T8 lamp and electronic ballast		
7	2'x2'x3 7/8" min deep housing, recessed parabolic louver, two (2) F20T12 lamps	2'x2' recessed parabolic louver, two (2) F17T8 lamps, electronic ballast	Lithonia 2ES8RT-217- MVOLT-BINP or approved equal	
8	2'x2'x4 3/8" min deep housing, recessed parabolic louver, three (3) F20T12 lamp	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast	Lithonia 2ES8R-2U3-MVOLT-BINP or approved equal	
9	2'x2'x4 3/8" min deep housing, recessed parabolic louver, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F17T8, electronic ballast	Lithonia 2ES8RT-217-MVOLT-BINP or approved equal	
10	2'x2'x3 1/2" min deep housing, recessed parabolic louver, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F14T5, electronic ballast	Lithonia 2RT5RT-14T5-MVOLT-GEB95 or approved equal	

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Kit Description	Manufacturer / Catalog Number	Room No. / Area
11	2'x2'x4 3/8" min deep housing, recessed parabolic louver, four (4) F20T12 lamps	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast	Lithonia 2ES8R-2U31-MVOLT-BINP or approved equal	
12	2'x2'x3 1/2" min deep housing, recessed parabolic louver, four (4) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO, electronic ballast	Lithonia 2RT5RT-24T5HO- MVOLT- GEB10PS or approved equal	
13	2'x2'x4 3/8" min deep housing, recessed parabolic louver, two (2) T12 "U" lamps	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast	Lithonia 2ES8R-2U31-MVOLT-BINP or approved equal	
14	2'x2'x3 1/2" min deep housing, recessed lensed troffer, two (2) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2)-F17T8 lamps, electronic ballast	Lithonia 2ES8RT-217-MVOLT-BINP or approved equal	
15	2'x2'x3 1/2" min deep housing, recessed lensed troffer, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F17T8 lamps, electronic ballast	Lithonia 2ES8RT-217-MVOLT-BINP or approved equal	
16	2'x2'x3 1/2" min deep housing, recessed lensed troffer, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast	Lithonia 2RT5RT-24T5HO-MVOLT- GEB10PS or approved equal	
17	2'x2'x3 1/2" min deep housing, recessed lensed troffer, four (4) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast	Lithonia 2RT5RT-24T5HO- MVOLT- GEB10PS or approved equal	
18	2'x2'x3 1/2" min deep housing, recessed parabolic louver, two (2) T12 "U" lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast	Lithonia 2RT5RT-24T5HO-MVOLT- GEB10PS or approved equal	
19	2'x2'x3 1/2" min deep housing, recessed lensed troffer, two (2) T12 "U" lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast	Lithonia 2RT5RT-24T5HO-MVOLT- GEB10PS or approved equal	

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Kit Description	Manufacturer / Catalog Number	Room No. / Area
20	2'x4'x3 7/8" min deep housing, recessed, parabolic louver, two (2) T12 lamps	2'x4' recessed, parabolic louver, two (2) F32T8 lamps, electronic ballast	Lithonia 2ES8RT-232-MVOLT-BINP or approved equal	
21	2'x4'x3 7/8" min deep housing, recessed, parabolic louver, three (3) T12 lamps	2'x4' architectural recessed lensed troffer, two (2) F54T5HO lamps, electronic ballast	Lithonia 2RT5RT-54T5HO-MVOLT-GEB10PS or approved equal	
22	2'x4'x3 7/8" min deep housing, recessed, parabolic louver, three (3) T12 lamps	2'x4' recessed, parabolic louver, two (2) F32T8 lamps, electronic ballast	Lithonia 2ES8RT-232-MVOLT-BINP or approved equal	
23	2'x4'x3 7/8" min deep housing, recessed, parabolic louver, four (4) T12 lamps	2'x4' architectural recessed lensed troffer, two (2) F54T5HO lamps, electronic ballast	Lithonia 2RT5RT-54T5HO-MVOLT-GEB10PS or approved equal	
24	2'x4'x3 1/2" min deep housing, recessed, lensed troffer, three (3) F32T8 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F32T8 lamps, electronic ballast	Lithonia 2RT8R-232-MVOLT-BINP or approved equal	
25	2'x4'x 3 1/2" min deep housing, recessed, lensed troffer, two (2) T12 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F28T5 lamps, electronic ballast	Lithonia 2RT5RT-28T5-MVOLT-GEB95 or approved equal	
26	2'x4'x 3 1/2" min deep housing, recessed, lensed troffer, two (2) T12 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F32T8 lamps, electronic ballast	Lithonia 2RT8R-232-MVOLT-BINP or approved equal	
27	2'x4'x 3 1/2" min deep housing, recessed, lensed troffer, three (3) T12 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F54T5HO lamps, electronic ballast	Lithonia 2RT5RT-54T5HO-MVOLT-GEB10PS or approved equal	
28	2'x4'x3 1/2" min deep housing, recessed, lensed troffer, four (4) T12 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F54T5HO lamps, electronic ballast	Lithonia 2RT5RT-54T5HO-MVOLT-GEB10PS or approved equal	

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Kit Description	Manufacturer / Catalog Number	Room No. / Area
29	2'x4'x3 1/2" min deep housing, recessed, lensed troffer, four (4) F32T8 lamps	2'x4' architectural, recessed, lensed troffer, two (2)F54T5HO lamps, electronic ballast	Lithonia 2RT5RT-54T5HO-MVOLT-GEB10PS or approved equal	
30	Suspended continuous row direct, indirect, or direct/indirect two (2) T12 lamps, 4-foot modules	Provide two (2) F32T8 lamps and electronic ballast		
31	Suspended continuous row direct, indirect, or direct/indirect three (3) T12 lamps, 4-foot modules	Provide three (3) F32T8 lamps and electronic ballast(s).		
32	Suspended continuous row direct, indirect, or direct/indirect four (4) T12 lamps, 4-foot modules	Provide four (4) F32T8 lamps and electronic ballast(s).		
33	2'x4'x3 1/2" min deep housing, recessed, parabolic louver, two (2) T12 lamps	2'x4' architectural recessed lensed troffer, two (2) F32T8 lamps, electronic ballast	Lithonia 2RT8RT-217-MVOLT-BINP or approved equal	
34	2'x2'x3 7/8" min deep housing, recessed parabolic louver, two (2) F20T12 lamps	2'x2' architectural recessed lensed troffer, three (3) F17T8 lamps, electronic ballast	Lithonia 2ES8RT-217-MVOLT-BINP or approved equal	
35	2'x2'x4 3/8" min deep housing, recessed parabolic louver, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, three (3) F24T5HO lamps, electronic ballast	Lithonia 2RT5R-24T5HO-MVOLT-GEB10PS or approved equal	
36	2'x2'x3 1/2" min deep housing, recessed parabolic louver, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, three (3) F24T5HO lamps, electronic ballast	Lithonia 2RT5RT-24T5HO-MVOLT-GEB10PS or approved equal	
37	4' long surface mounted or recessed lighting fixture, one (1) or more T12 lamps	Provide F32T8 lamp(s) and one (1) electronic ballast for each lighting fixture		

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Kit Description	Manufacturer / Catalog Number	Room No. / Area
38	4' long surface mounted or recessed lighting fixture, three (3) or four (4) T12 lamps	Provide F32T8 lamps and two (2) electronic ballasts wired for inboard/outboard switching		
39	2'x2'x3 7/8" min deep housing, recessed parabolic louver, (2) F20T12 lamps	2'x2' recessed parabolic louver, two (2) F17T8 lamps, electronic ballast	Lithonia 2ES8RT-217- MVOLT-BIHP or approved equal	
40	2'x2'x4 3/8" min deep housing, recessed parabolic louver, (2) T12 "U" lamps	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast	Lithonia 2ES8R-2U31-MVOLT-BIHP or approved equal	
41	2'x2'x4 3/8" min deep housing, recessed parabolic louver, three (3) or four (4) F20T12 lamps	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast	Lithonia 2ES8R-2U31-MVOLT-BIHP or approved equal	
42	2'x2'x3 1/2" min deep housing, recessed lensed troffer, two (2) F20T12 lamps	2'x2' architectural, recessed lensed troffer, two (2) F17T8 lamps, electronic ballast	Lithonia 2RT8RT-217-MVOLT-BIHP or approved equal	
43	2'x2'x3 1/2" min deep housing, recessed lensed troffer, three (3) F20T12 lamps	2'x2' architectural, recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast	Lithonia 2RT5RT-24T5HO-MVOLT-BIHP or approved equal	
44	2'x4'x3 7/8" min deep housing, recessed parabolic louver, two (2) T12 lamps	2'x4' recessed parabolic louver, two (2) F32T8 electronic ballast	Lithonia 2ES8RT-232-MVOLT-BIHP or approved equal	
45	2'x4'x3 1/2" min deep housing, recessed lensed troffer, two (2) T12 lamps	2'x4' architectural recessed lensed troffer, two (2) F32T8 electronic ballast	Lithonia 2RT8R-232-MVOLT-BIHP or approved equal	

Section 8 Execution

8.1 General

The Contractor shall provide a work crew(s) which is staffed with the appropriate type(s) and number(s) of service personnel to ensure proper work efficiencies, continuity of work and safety.

8.2 Office Furniture and Equipment

Contractor shall:

- A. Move office furniture and equipment as required to access the work space.
 - 1. Take special care to not damage any moved items.
 - 2. For any moving of sensitive electronic equipment and computers, discuss with the County's designated representative prior to moving any such equipment
 - 3. Do not unplug any electronic equipment or computers without prior approval from the County.
- B. At the completion of each day's work, move all temporarily relocated items back to their exact original locations unless approved otherwise by the County.

8.3 Protection of Work and Property

A. Protection of Existing Property

- 1. Contractor shall execute all work in an orderly and careful manner with due consideration to protect all finished and unfinished work and property from damage, including the existing structure, surface finishes and facility usages.

The Contractor shall cover all furnishings, equipment, floors and other surfaces with polyethylene sheeting or similar, as required, for this purpose.

- 2. Damage

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

- a. Damage Report

- (1) Contractor shall immediately report any damage to existing structures, materials, office furniture or equipment as a result of Contractor's Work operations to the County's Project Manager.
 - (2) As soon as practicable, the Contractor shall submit to the County a detailed written report describing the resulting damage and how it occurred.
The report shall include diagrams and photographs, as applicable.

- 3. Dust Control

Contractor shall:

- a. Prevent dust from escaping the work areas at all times by:
 - (1) Isolating and sealing all work areas and building interior surfaces as required to control the spread of dust;
 - (2) Protecting surfaces in work areas with polyethylene sheeting or similar; and

- (3) Providing curtained openings for entrances and exits, as required.
- b. Completely remove all protective coverings at the end of each day's work unless approved otherwise.
- 4. Debris Control and Clean Up
 - Contractor shall:
 - a. Maintain work sites so they are continuously free from accumulations of debris.
 - b. Initiate and maintain a specific program for daily debris control and clean-up.
 - c. Completely clean all building exterior and interior work areas at the end of each day's work.
 - (1) If in the sole opinion of the County's designated representative a complete clean-up was not satisfactorily performed by the Contractor's workers, upon notification from the County the Contractor shall return within 30 minutes of the notification, and shall complete the clean-up to the full satisfaction of the County.
 - (f) If a Contractor is required to return as a result of failing to clean-up in accordance to these specifications, the Contractor shall not be reimbursed any additional monetary compensation for this work.
 - (2) The Work site shall be left in the same or better condition than before the Work commenced, ready for normal occupancy on the next business day.
 - d. Remove all demolition debris at the end of each day's Work.

A dumpster will not be allowed at the Project Site.

B. Noise Control

At no time shall the Contractor cause disruption to ongoing King County work operations as a result of excessive noise. If, in the sole opinion of the County's Project Representative or their designee, excessive noise is produced, upon notification, the Contractor shall immediately cease such activity and reschedule it after normal County working hours.

8.4 Installation

- A. The Contractor shall read and follow all safety and retrofit instructions provided by the product manufacturer.
 - 1. This specification does not attempt to describe all retrofit situations.
 - 2. If any manufacturer's instructions are not clearly understood or if additional information is required the Contractor shall contact the County in writing to request this information.
 - 3. This does not relieve the Contractor of responsibility to obtain and understand all retrofit materials and methods.
- B. Retrofit Procedures
 - 1. The Contractor shall disconnect fixtures from electrical power.
The Contractor shall not install new equipment to an energized circuit.
 - 2. The Contractor shall exercise care and observe lamp manufacturers warnings, recommendations and restrictions on lamp operations and maintenance, including but not limited to ballast type, burning position, replacement and cycling.

3. Unless otherwise indicated in writing from the County, no attempt shall be made to alter any opening in the fixture or ballast compartment.
4. The Contractor shall insure that the lighting fixture is and remains properly connected to building ground.
5. Abrasive materials, glass cleaners or other solvents shall not be used on reflectors or lenses. Use of these substances may result in fixture damage or personal injury.

C. Recycling and Disposal

The Contractor shall dispose of lamps and ballasts according to applicable laws and ordinances regarding hazardous materials.

Refer to Subsection 7.2.D above for Recycling and Disposal Plan requirements.

D. Damage

The Contractor shall:

1. Replace any and all damaged lamp sockets or 'tomb-stones'.
2. Immediately notify the County in writing of any damaged lighting fixtures to.

E. Labeling

The Contractor shall provide labels for all luminaires as follows:

1. Luminaires

All luminaires shall be clearly marked for operation of specific lamps and ballasts and according to proper lamp type in accordance with UL 1570 requirements.

2. Lamps

For maintenance purposes, the following lamp characteristics should be noted on each label, as applicable, in the format "Use Lamp Only":

a. Fluorescent and Compact Fluorescent Luminaires

- (1) Lamp diameter code (T-5, T-8, T-12), tube configuration (twin, quad, triple), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
- (2) Start type (preheat, rapid start, instant start) for fluorescent and compact fluorescent luminaires.

b. HID luminaires

- (1) Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear, coated) for HID luminaires.
- (2) ANSI ballast type (M98, M57, etc.) for HID luminaires.

c. Correlated color temperature (CCT) and color rendering index (CRI) for all luminaires.

All markings relating to lamp type shall be clear and located to be readily visible to service personnel, but invisible from normal viewing angles when lamps are in place.

3. Ballasts

Ballasts shall have clear markings indicating multi-level outputs and indicate proper terminals for the various outputs.

8.5 Quality Assurance

The Contractor shall verify the proper installation and operation of all affected systems, to include, but not limited to:

A. Energy Efficiency

The Contractor shall verify equipment is properly installed, connected and adjusted and is operating as specified by manufacturer.

B. Electronic Dimming Ballasts

The Contractor shall test the full range of dimming capability and observe for any visually detectable flicker over the full dimming range.

8.6 Operations and Maintenance Manuals

The Contractor shall provide three (3) sets of operations and maintenance manuals upon written notice of substantial completion of a Work Order per Subsection 8.7.B.3.b.

8.7 Submittals

A. Required before Contract award

Bidder shall provide the following items within five (5) days of written request:

1. Electrical Worker's License

B. Required after Contract award

1. Contractor shall provide the following items within five (5) days of written request:

- a. Recycling and Disposal Plan
- b. Electrical Worker's License

2. The Contractor shall provide the following items within five (5) days of receipt of a written Work Order:

- a. Written Scope of Work and Cost Proposal
- b. Written Project Schedule
- c. Schedule of Lighting Fixture Options
- d. Manufacturer certificates of compliance with Section 1605, Buy American Act, as required by ARRA funded projects.

3. The Contractor shall provide following items within five (5) days upon completion of each Work Order:

- a. Inventory/Worksheet of all products removed and replaced.
- b. Operation and Maintenance Manuals.
- c. As-built drawings and final retrofit schedules.
- d. Certificates of recycling.
- e. Test Procedures and results.
- f. Permits
- g. Rebate documentation
- h. Warranties

Section 9 Bid Response

9.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. Bidders shall complete all of the Pricing schedules in Subsection 9.4. Failure to completely bid all items in all Schedules as required in Subsection 9.4 may render the bid non-responsive.

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

9.2 Bidder's Contact Information

A. General Contact Information

Physical Address: 4422 C Street, Suite 101, Auburn WA, 98002

Mailing Address: SAME AS ABOVE

Name of Contact Person: Kurt Ganson

Email: kurt.ganson@sylvania.com

Telephone No. (Local/Toll Free): 253-373-0555

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

Name of Emergency Contact Person: Gary Black

Emergency Telephone No. 206-793-0475

Email: gary.black@sylvania.com

State hours and days of operation:

Hours: 8:00 a.m. to 5:00 p.m. Days: Monday to Friday

B. Bidder's Project Manager's Contact Information

Name of Emergency Contact Person: James Fleshman

Emergency Telephone No. 206-391-2168

Email: james.fleshman@sylvania.com

C. Service Facility

The Contractor shall provide a separate list of the following:

1. Location(s) of all service facilities if different than the information provided in Subsection 9.2.A, including address, contact name(s), title(s), telephone number(s), fax number(s), and email address for the contact(s) at each facility.

9.3 Prompt Pay Discount

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

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

Prompt pay discount offered 0 % - Days, Net 30

9.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail unless otherwise indicated below. Estimated quantities are the County's anticipated requirements during a one (1) year period. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. To be considered responsive, Bidders shall bid on all items in all schedules. Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed in all of the schedules.

A. Schedule 1 – Labor Rates

Schedule 1 provides labor rates for all work done under this Contract unless otherwise specified in this document. For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for retrofitting. King County will not accept separate charges for travel time and mileage, including travel time to obtain any necessary part(s) to complete the work. Labor hours shall be only billed for actual hours worked at the County facility. Labor hours shall be billed in 15 minute increments.

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	80	HR	Project Manager (Monday – Friday, Day Shift)	\$ 50.00	\$ 4000.00
2.	40	HR	Journey Electrician (Monday – Friday, Day Shift)	\$ 83.65	\$ 3346.00
3.	40	HR	Apprentice (Monday – Friday, Day Shift)	\$ 83.65	\$ 3346.00
4.	160	HR	Journey Electrician (Monday – Friday, Swing Shift)	\$ 83.65	\$ 13,384.00
5.	160	HR	Apprentice (Monday – Friday, Swing Shift)	\$ 83.65	\$ 13,384.00
6.	20	HR	Journey Electrician (Monday – Friday, Graveyard Shift)	\$ 83.65	\$ 1,673.00
7.	20	HR	Apprentice (Monday – Friday, Graveyard Shift)	\$ 83.65	\$ 1,673.00

C. Schedule 3 – Other Related Items

The discount percentage offered for Other Related Items not specifically listed shall be consistent for all related product lines, product groups and supplies purchased under this contract. For bid evaluation purposes Bidders shall assume the following Estimated Annual Usage per year for Other Related Items. Bidders shall state below the Discount Percent (if any) from the Manufacturer's Suggested List Price (MSLP), if applicable, offered on Replacement Parts. The Discount is calculated by multiplying the Estimated Annual Usage quantity times the Discount Percentage (if any). If no discount off is offered, enter 0% in the appropriate space. To calculate the Extended Total, subtract the Discount from the Estimated Annual Usage.

Item #	Estimated Usage	Description	% Disc		Discount	Extended Total
			from MSLP			
1.	\$ 2,000.00	Other Replacement Lamps	42	%	\$ 1,160.00	\$ 840.00
2.	\$ 2,000.00	Other Replacement Ballasts	42	%	\$ 1,160.00	\$ 840.00
3.	\$ 2,000.00	Other Related Retrofit Parts and Supplies	0	%	\$ 0	\$ 2,000.00
Schedule 3 Total						\$ 3,680.00

Total Bid Price (Schedules 1 + 2 + 3) \$ 142,158.00

(Please transfer Total Bid Price to cover sheet)

9.5 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 one (1) year. 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. References shall be submitted with bid.

Company Name: Saybr Contractors
 Company Address: 3852 S 66th St, Tacoma, WA
 Company Phone: 253-531-2144
 Contact Person: Chester Bergner
 Dates: May 2010

Company Name: Portland Public Schools
 Company Address: 501 N. Dixon, Portland, OR
 Company Phone: 503-916-3034
 Contact Person: Jeff Lewis
 Dates: April 2010

Company Name: 1 Union Square
 Company Address: 1 Union St, Seattle, WA
 Company Phone: 206-613-5351
 Contact Person: Rick Mock
 Dates: July 2005

Company Name: Swedish Medical Center
 Company Address: 747 Broadway, Seattle, WA
 Company Phone: 206-215-2691
 Contact Person: Dan Strokes
 Dates: July 2010

INVITATION TO BID Addendum # 1



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

ADDENDUM DATE: December 17, 2010

ITB Title: Electrical Lighting Upgrades, Energy Efficiency

ITB Number: 1272-10-MZS

Revised Due Date/Time: January 6, 2011 - 2:00 P.M.

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

This addendum is issued to revise Invitation to Bid 1272-10-MZS, advertised December 16, 2010 as follows:

1. **Change** the bid opening date from Thursday December 30, 2010 at 2:00 p.m. to Thursday January 6, 2011 at 2:00 p.m.

Clarifications

2. **Question**

Would induction lamps be specified as an approved equal for the energy efficient upgrade projects for King County under this ITB?

Answer

Induction lighting will not be considered an "approved equal." An approved equal would be a lamp, ballast or relight kit of the same fixture type as listed, i.e. fluorescent.

All other terms and conditions shall remain the same.

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

**INVITATION TO BID
Addendum # 2**



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

ADDENDUM DATE: January 5, 2011

ITB Title: Electrical Lighting Upgrades, Energy Efficiency

ITB Number: 1272-10-MZS

Revised Due Date/Time: February 1, 2011 - 2:00 P.M.

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

This addendum is issued to revise Invitation to Bid 1272-10-MZS, advertised December 16, 2010 as follows:

1. **Change** the bid opening date from Thursday January 6, 2011 at 2:00 p.m. to Tuesday February 1, 2011 at 2:00 p.m.

All other terms and conditions shall remain the same.

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

INVITATION TO BID Addendum # 3



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

ADDENDUM DATE: January 20, 2011

ITB Title: Electrical Lighting Upgrades, Energy Efficiency

ITB Number: 1272-10-MZS

Revised Due Date/Time: February 3, 2011 - 2:00 P.M.

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

Alternate Buyer Paul Price, paul.price@kingcounty.gov, 206-263-9309

This addendum is issued to revise Invitation to Bid 1272-10-MZS, advertised December 16, 2010 as follows:

1. **Change** the bid opening date from Tuesday February 1, 2011 at 2:00 p.m. to February 3, 2011 at 2:00 p.m.
2. Add the following paragraph to the beginning of Section 5:
These Special Terms and Conditions only apply to work funded under the American Recovery and Reinvestment Act of 2009 (ARRA). The Contractor shall consult with the designated County representative to make this determination.
3. Replace the second paragraph of Subsection 6.1 as follows:
Under this Contract the Contractor shall provide energy efficient upgrades of electrical lighting systems, including lamps and ballasts. **Some of the work under this Contract will be funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and shall comply with the Special Terms and Conditions specified in Section 5 and Recovery Act reporting requirements.** This Contract does not include installation of or any work on lighting control equipment, or repairs.
4. Replace the first sentence of Subsection 6.7.C as follows:
For ARRA-funded work, Contractor shall ensure that all Buy American requirements as listed in Section 5 of this ITB are met for all lamps and ballasts not covered by a waiver for the Buy American Recovery Act provisions for projects funded by the American Recovery and Reinvestment Act of 2009 administered by the Office of Energy Efficiency and Renewable Energy (EERE).
5. Replace 6.11.A in its entirety as follows:
 - A. Invoices
The Contractor shall submit progress billings monthly to King County for work provided, based upon the percentage of completion of the tasks described in the Work Orders **unless directed otherwise. For ARRA-funded work orders, Contractor shall submit certified payrolls weekly as required by 29 CFR Part 3. More information can be found at: <http://www.dol.gov/whd/recovery/>.**

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

6. Delete Subsection 7.3.D.8 in its entirety and replace with the following:

8. Schedule of Lighting Fixture Retrofit Options

Below is a schedule that will be completed by the Contractor as part of the Work Order process and will vary by location. Contractors shall complete the information under the Manufacturer / Catalog Number and Room No. / Area columns during the Work Order process.

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Description	Manufacturer / Catalog Number	Room No. / Area
1	4' long surface mount or suspended industrial strip, one (1) T12 lamp	Provide one (1) F32T8 lamp and electronic ballast		
2	4' long surface mount or suspended industrial strip, two (2) T12 lamps	Provide two (2) F32T8 lamps and electronic ballast		
3	4' long surface mounted fluorescent cove, one (1) T12 lamp	Provide one (1) F32T8 lamp and electronic ballast		
4	4' long surface mount or suspended floor wraparound, one (1) T12 lamp	Provide one (1) F32T8 lamp and electronic ballast		
5	4' long surface mount or suspended floor wraparound, two (2) T12 lamps	Provide two (2) F32T8 lamp and electronic ballast		
6	4' long surface mount or suspended floor wraparound, three (3) T12 lamps	Provide three (3) F32T8 lamp and electronic ballast		
7	2'x2'x3 7/8" min deep housing, recessed parabolic louver, two (2) F20T12 lamps	2'x2' recessed parabolic louver, two (2) F17T8 lamps, electronic ballast		
8	2'x2'x4 3/8" min deep housing, recessed parabolic louver, three (3) F20T12 lamp	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast		
9	2'x2'x4 3/8" min deep housing, recessed parabolic louver, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F17T8, electronic ballast		
10	2'x2'x3 1/2" min deep housing, recessed parabolic louver, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F14T5, electronic ballast		

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Description	Manufacturer / Catalog Number	Room No. / Area
11	2'x2'x4 3/8" min deep housing, recessed parabolic louver, four (4) F20T12 lamps	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast		
12	2'x2'x3 1/2" min deep housing, recessed parabolic louver, four (4) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO, electronic ballast		
13	2'x2'x4 3/8" min deep housing, recessed parabolic louver, two (2) T12 "U" lamps	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast		
14	2'x2'x3 1/2" min deep housing, recessed lensed troffer, two (2) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2)-F17T8 lamps, electronic ballast		
15	2'x2'x3 1/2" min deep housing, recessed lensed troffer, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F17T8 lamps, electronic ballast		
16	2'x2'x3 1/2" min deep housing, recessed lensed troffer, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast		
17	2'x2'x3 1/2" min deep housing, recessed lensed troffer, four (4) F20T12 lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast		
18	2'x2'x3 1/2" min deep housing, recessed parabolic louver, two (2) T12 "U" lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast		
19	2'x2'x3 1/2" min deep housing, recessed lensed troffer, two (2) T12 "U" lamps	2'x2' architectural recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast		

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Description	Manufacturer / Catalog Number	Room No. / Area
20	2'x4'x3 7/8" min deep housing, recessed, parabolic louver, two (2) T12 lamps	2'x4' recessed, parabolic louver, two (2) F32T8 lamps, electronic ballast		
21	2'x4'x3 7/8" min deep housing, recessed, parabolic louver, three (3) T12 lamps	2'x4' architectural recessed lensed troffer, two (2) F54T5HO lamps, electronic ballast		
22	2'x4'x3 7/8" min deep housing, recessed, parabolic louver, three (3) T12 lamps	2'x4' recessed, parabolic louver, two (2) F32T8 lamps, electronic ballast		
23	2'x4'x3 7/8" min deep housing, recessed, parabolic louver, four (4) T12 lamps	2'x4' architectural recessed lensed troffer, two (2) F54T5HO lamps, electronic ballast		
24	2'x4'x3 1/2" min deep housing, recessed, lensed troffer, three (3) F32T8 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F32T8 lamps, electronic ballast		
25	2'x4'x 3 1/2" min deep housing, recessed, lensed troffer, two (2) T12 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F28T5 lamps, electronic ballast		
26	2'x4'x 3 1/2" min deep housing, recessed, lensed troffer, two (2) T12 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F32T8 lamps, electronic ballast		
27	2'x4'x 3 1/2" min deep housing, recessed, lensed troffer, three (3) T12 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F54T5HO lamps, electronic ballast		
28	2'x4'x3 1/2" min deep housing, recessed, lensed troffer, four (4) T12 lamps	2'x4' architectural, recessed, lensed troffer, two (2) F54T5HO lamps, electronic ballast		

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Description	Manufacturer / Catalog Number	Room No. / Area
29	2'x4'x3 1/2" min deep housing, recessed, lensed troffer, four (4) F32T8 lamps	2'x4' architectural, recessed, lensed troffer, two (2)F54T5HO lamps, electronic ballast		
30	Suspended continuous row direct, indirect, or direct/indirect two (2) T12 lamps, 4-foot modules	Provide two (2) F32T8 lamps and electronic ballast		
31	Suspended continuous row direct, indirect, or direct/indirect three (3) T12 lamps, 4-foot modules	Provide three (3) F32T8 lamps and electronic ballast(s).		
32	Suspended continuous row direct, indirect, or direct/indirect four (4) T12 lamps, 4-foot modules	Provide four (4) F32T8 lamps and electronic ballast(s).		
33	2'x4'x3 1/2" min deep housing, recessed, parabolic louver, two (2) T12 lamps	2'x4' architectural recessed lensed troffer, two (2) F32T8 lamps, electronic ballast		
34	2'x2'x3 7/8" min deep housing, recessed parabolic louver, two (2) F20T12 lamps	2'x2' architectural recessed lensed troffer, three (3) F17T8 lamps, electronic ballast		
35	2'x2'x4 3/8" min deep housing, recessed parabolic louver, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, three (3) F24T5HO lamps, electronic ballast		
36	2'x2'x3 1/2" min deep housing, recessed parabolic louver, three (3) F20T12 lamps	2'x2' architectural recessed lensed troffer, three (3) F24T5HO lamps, electronic ballast		
37	4' long surface mounted or recessed lighting fixture, one (1) or more T12 lamps	Provide F32T8 lamp(s) and one (1) electronic ballast for each lighting fixture		

Retrofit Option	Existing Lighting Fixture Description	Lighting Fixture Retrofit Description	Manufacturer / Catalog Number	Room No. / Area
38	4' long surface mounted or recessed lighting fixture, three (3) or four (4) T12 lamps	Provide F32T8 lamps and two (2) electronic ballasts wired for inboard/outboard switching		
39	2'x2'x3 7/8" min deep housing, recessed parabolic louver, (2) F20T12 lamps	2'x2' recessed parabolic louver, two (2) F17T8 lamps, electronic ballast		
40	2'x2'x4 3/8" min deep housing, recessed parabolic louver, (2) T12 "U" lamps	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast		
41	2'x2'x4 3/8" min deep housing, recessed parabolic louver, three (3) or four (4) F20T12 lamps	2'x2' recessed parabolic louver, two (2) F31T8 "U" lamps, 1 5/8" leg, electronic ballast		
42	2'x2'x3 1/2" min deep housing, recessed lensed troffer, two (2) F20T12 lamps	2'x2' architectural, recessed lensed troffer, two (2) F17T8 lamps, electronic ballast		
43	2'x2'x3 1/2" min deep housing, recessed lensed troffer, three (3) F20T12 lamps	2'x2' architectural, recessed lensed troffer, two (2) F24T5HO lamps, electronic ballast		
44	2'x4'x3 7/8" min deep housing, recessed parabolic louver, two (2) T12 lamps	2'x4' recessed parabolic louver, two (2) F32T8 electronic ballast		
45	2'x4'x3 1/2" min deep housing, recessed lensed troffer, two (2) T12 lamps	2'x4' architectural recessed lensed troffer, two (2) F32T8 electronic ballast		

7. Delete Subsection 9.4 in its entirety and replace with the following:

9.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail unless otherwise indicated below. Estimated quantities are the County's anticipated requirements during a one (1) year period. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. To be considered responsive, Bidders shall bid on all items in all schedules. Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed in all of the schedules.

A. Labor Rates

Schedule 1 provides labor rates for all work done under this Contract unless otherwise specified in this document. For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for retrofitting. King County will not accept separate charges for travel time and mileage, including travel time to obtain any necessary part(s) to complete the work. Labor hours shall be only billed for actual hours worked at the County facility. Labor hours shall be billed in 15 minute increments.

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	80	HR	Project Manager (Monday – Friday, Day Shift)	\$ 50.00	\$ 4,000.00
2.	40	HR	Journey Electrician (Monday – Friday, Day Shift)	\$ 83.65	\$ 3,346.00
3.	40	HR	Apprentice (Monday – Friday, Day Shift)	\$ 83.65	\$ 3,346.00
4.	160	HR	Journey Electrician (Monday – Friday, Swing Shift)	\$ 83.65	\$ 13,384.00
5.	160	HR	Apprentice (Monday – Friday, Swing Shift)	\$ 83.65	\$ 13,384.00
6.	20	HR	Journey Electrician (Monday – Friday, Graveyard Shift)	\$ 83.65	\$ 1,673.00
7.	20	HR	Apprentice (Monday – Friday, Graveyard Shift)	\$ 83.65	\$ 1,673.00
8.	20	HR	Journey Electrician (Saturday, Day Shift)	\$ 125.50	\$ 2,510.00
9.	20	HR	Apprentice (Saturday, Day Shift)	\$ 125.50	\$ 2,510.00
10.	20	HR	Journey Electrician (Sunday, Day Shift)	\$ 167.30	\$ 3,346.00
11.	20	HR	Apprentice (Sunday, Day Shift)	\$ 167.30	\$ 3,346.00
Schedule 1 Total					\$ 52,518.00

B. Equipment & Materials

Schedules 2 and 3 provide a representative list of lamps, ballasts and retrofit kits that may be purchased under this Contract. Other related items may also be purchased under this Contract under Schedule 4.

To ensure equivalence, the base price for Schedules 2, 3 and 4 shall be the current Manufacturer's Suggested List Price (MSLP). Using that as a basis, fill in the MSLP, the Discount Percentage (if any) offered from the MSLP and the Unit Price. The discount percentage offered for the listed items shall be consistent for all related items purchased under this Contract. If no discount off is offered, enter 0% in the appropriate space. **In the event of a discrepancy between the MSLP and the Extended Price, the MSLP will prevail.** The Discount is calculated by multiplying the MSLP times the Discount Percentage (if any). The prompt payment discount offered is separate from the discount percentage offered below. The Unit Price is calculated by subtracting the Discount from the MSLP. The unit price includes all delivery costs.

Schedule 2 – Lamps and Ballasts

Item #	Est Qty	UOM	Description	MSLP	% Disc.	Disc.	Unit Price	Extended Total
1.	100	EA	Philips Advance Optanium ballast IOPA-1P32-SC, 277V or Approved Equal Manufacturer: <u>Sylvania</u> Model No. <u>QHE1X32T8/UNV-ISN-SC</u>	\$	%	\$	\$ 10.46	\$ 1,046.00
2.	300	EA	Philips Advance Optanium ballast IOP-2S32-SC, 277V or Approved Equal Manufacturer: <u>Sylvania</u> Model No. <u>QTP2X32T8/UNV-PSN-TC</u>	\$	%	\$	\$ 13.72	\$ 4,116.00
3.	600	EA	Philips Advance Optanium ballast IOPA-2P32-SC, 277V or Approved Equal Manufacturer: <u>Sylvania</u> Model No. <u>QHE2X32T8/UNV-ISN-SC</u>	\$	%	\$	\$ 11.10	\$ 6,660

Item #	Est. Qty	UOM	Description	MSLP	% Disc.	Disc.	Unit Price	Extended Total
4.	1000	EA	F32T8 per Section 7.3.B Manufacturer: <u>Sylvania</u> Model No. <u>FO32/835/XP/ECO3</u>	\$	%	\$	\$ 2.76	\$ 2,760.00
5.	200	EA	F31T8U per Section 7.3B Manufacturer: <u>Sylvania</u> Model No. <u>FBO31/835/XP/ECO3</u>	\$	%	\$	\$ 5.12	\$ 1,024.00
6.	200	EA	F28T5 per Section 7.3B Manufacturer: <u>Sylvania</u> Model No. <u>FP28/835/ECO3</u>	\$	%	\$	\$ 3.51	\$ 702.00
Schedule 2 Total								\$ 16,308.00

C. Schedule 3 – Retrofit Kits

The retrofit kits listed in Schedule 3 are not required to meet the Buy American requirements in Subsection 5.4. The County may purchase retrofit kits meeting the requirements in Subsection 5.4 under Schedule 4.

Item #	Est. Qty	UOM	Description	MSLP	% Disc.	Disc.	Unit Price	Extended Total
1.	100	EA	Lithonia relight kit 2ES8RT-217-MVOLT-BINP or Approved Equal Manufacturer: <u>Lithonia</u> Model No. <u>Per above Spec</u>	\$	%	\$	\$ 47.27	\$ 4,727.00

Item #	Est. Qty	UOM	Description	MSLP	% Disc.	Disc.	Unit Price	Extended Total
2.	200	EA	Lithonia relight kit 2ES8RT-232-MVOLT-BINP or Approved Equal Manufacturer: <u>Lithonia</u> Model No. <u>per above spec</u>	\$	%	\$	\$ 54.23	\$ 10,846.00
3.	400	EA	Lithonia relight kit 2RT8R-232-MVOLT-BINP or Approved Equal Manufacturer: <u>Lithonia</u> Model No. <u>per above spec</u>	\$	%	\$	\$ 63.99	\$ 25,596.00
4.	200	EA	Lithonia relight kit 2ES8R-2U31-MVOLT-BINP or Approved Equal Manufacturer: <u>Lithonia</u> Model No. <u>per above spec</u>	\$	%	\$	\$ 54.23	\$ 10,846.00
5.	100	EA	Lithonia relight kit 2RT5RT-24T5HO-MVOLT- GEB10PS or Approved Equal Manufacturer: <u>Lithonia</u> Model No. <u>per above spec</u>	\$	%	\$	\$ 95.51	\$ 9,551.00
6.	100	EA	Lithonia relight kit 2RT5RT-54T5HO-MVOLT- GEB10PS or Approved Equal Manufacturer: <u>Lithonia</u> Model No. <u>per above spec</u>	\$	%	\$	\$ 101.62	\$ 10,162.00
Schedule 3 Total								\$ 71,728.00

Schedule 4 – Other Related Items

The discount percentage offered for Other Related Items not specifically listed shall be consistent for all related product lines, product groups and supplies purchased under this Contract.

Item #	Estimated Usage	Description	% Disc from MSLP	Discount	Extended Total
1.	\$ 2,000.00	Other Replacement Lamps	40 %	\$ 1,200.00	\$ 800.00
2.	\$ 2,000.00	Other Replacement Ballasts	30 %	\$ 1,400.00	\$ 600.00
3.	\$ 2,000.00	Other Replacement Retrofit Kits	60 %	\$ 800.00	\$ 1,200.00
4.	\$ 2,000.00	Other Related Retrofit Parts and Supplies	0 %	\$ 0	\$ 2,000.00
Schedule 4 Total					\$ 4,600.00

Total Bid Price (Schedules 1 + 2 + 3 + 4) \$ See next page
(Please transfer Total Bid Price to cover sheet)

Questions and Answers

8. Question

Does the work under this contract involve installing / replacing conduit?

Answer

The specifications of this ITB do not include installing or replacing conduit.

All other terms and conditions shall remain the same.

INVITATION TO BID Addendum # 4



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

ADDENDUM DATE: January 26, 2011

ITB Title: Electrical Lighting Upgrades, Energy Efficiency

ITB Number: 1272-10-MZS

Revised Due Date/Time: February 3, 2011 - 2:00 P.M.

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

This addendum is issued to revise Invitation to Bid 1272-10-MZS, advertised December 16, 2010 as follows:

1. The bid opening date shall remain the same, Thursday February 3, 2011 at 2:00 p.m.

Clarifications

2. Question

Will King County consider LED lighting?

Answer

LED lighting will not be considered an "approved equal." An approved equal would be a lamp, ballast or relight kit of the same fixture type as listed, i.e. fluorescent.

All other terms and conditions shall remain the same.

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

INVITATION TO BID

Addendum # 5



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

ADDENDUM DATE: February 2, 2011

ITB Title: Electrical Lighting Upgrades, Energy Efficiency

ITB Number: 1272-10-MZS

Revised Due Date/Time: February 10, 2011 - 2:00 P.M.

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

This addendum is issued to revise Invitation to Bid 1272-10-MZS, advertised December 16, 2010 as follows:

1. **Change** the bid opening date from Thursday February 3, 2011 at 2:00 p.m. to Thursday, February 10, 2011 at 2:00 p.m.
2. **Replace** Subsection 7.2.D in its entirety as follows:
 - D. **Recycling and Disposal Plan**

The Contractor shall prepare, and submit per Subsection 8.7.B.1.a, a recycling and disposal plan to the County's designated representative for approval. Refer to the Local Hazardous Waste Management Program website for information on **recycling and proper disposal** of fluorescent lamps and ballasts: <http://www.lhwmp.org/home/mercury/fluorescent/business.aspx> and http://www.lhwmp.org/home/YellowBook/material_detail.aspx?ItemID=J09q7FsfVko%3d

 1. The Contractor shall be responsible for all costs associated with recycling services.
 2. Contractor shall submit certificates of recycling per Subsection 8.7.B.3.d.
 3. Contractor shall submit hazardous waste manifests, if applicable, per Subsection 8.7.B.3.e.
3. **Replace** Subsection 8.7.B.3 in its entirety as follows:
 3. The Contractor shall provide the following items within five (5) days upon completion of each Work Order:
 - a. Inventory/Worksheet of all products removed and replaced
 - b. Operation and Maintenance Manuals
 - c. As-built drawings and final retrofit schedules
 - d. Certificates of recycling
 - e. **Hazardous waste manifests**
 - f. Test Procedures and results
 - g. Permits
 - h. Rebate documentation
 - i. Warranties

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

3. Replace Subsection 9.4.D Schedule 5 – Recycling and Disposal Costs in its entirety with the following:

Item #	Est. Qty	UOM	Description	Unit Price	Extended Total
1.	100	LB	Ballast recycling, PCB-containing	\$ 1.30	\$ 130.00
2.	900	LB	Ballast recycling, non-PCB	\$ 0.50	\$ 450.00
3.	5000	LF	Fluorescent lamp recycling	\$ 0.06	\$ 300.00
Schedule 5 Total					\$ 880.00

Total Bid Price (Schedules 1 + 2 + 3 + 4 + 5) \$ 146,034.00

(Please transfer Total Bid Price to cover sheet)

All other terms and conditions shall remain the same.

INVITATION TO BID

Addendum # 6



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

ADDENDUM DATE: February 8, 2011

ITB Title: Electrical Lighting Upgrades, Energy Efficiency

ITB Number: 1272-10-MZS

Revised Due Date/Time: February 15, 2011 - 2:00 P.M.

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

Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9305

This addendum is issued to revise Invitation to Bid 1272-10-MZS, advertised December 16, 2010 as follows:

1. **Change** the bid opening date from Thursday February 10, 2011 at 2:00 p.m. to Thursday, February 15, 2011 at 2:00 p.m.
2. **Replace** Subsection 7.2.D in its entirety as follows:

D. **Recycling and Disposal Plan**

The Contractor shall prepare, and submit per Subsection 8.7.B.1.a, a recycling and disposal plan to the County's designated representative for approval. Refer to the Local Hazardous Waste Management Program website for information on recycling and proper disposal of fluorescent lamps and ballasts: <http://www.lhwmp.org/home/mercury/fluorescent/business.aspx> and http://www.lhwmp.org/home/YellowBook/material_detail.aspx?ItemID=J09q7FsfVko%3d

1. The Contractor shall be responsible for all costs associated with recycling services **except for the following items which will be reimbursed based on actual cost:**
 - a. **Hazardous Waste Manifest**
 - b. **Delivery and Pick up cost of recycling/disposal containers**
 - c. **Recycling/Disposal containers**

Contractor shall attach receipts for costs of the above listed items to the applicable invoice.
2. **Recycling/Disposal containers shall be United Nations Department of Transportation (UN DOT) approved containers where applicable.**
3. Contractor shall submit certificates of recycling per Subsection 8.7.B.3.d.
4. Contractor shall submit hazardous waste manifests, if applicable, per Subsection 8.7.B.3.e.

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

3. Replace Subsection 9.4.D Schedule 5 – Recycling and Disposal Costs in its entirety with the following:

Item #	Est. Qty	UOM	Description	Unit Price	Extended Total
1.	100	LB	Ballast recycling, PCB-containing	\$	\$
2.	900	LB	Ballast recycling, non-PCB	\$	\$
3.	5000	LF	Fluorescent lamp recycling	\$	\$
Schedule 5 Total					\$

Total Bid Price (Schedules 1 + 2 + 3 + 4 + 5) \$ _____
 (Please transfer Total Bid Price to cover sheet)

All other terms and conditions shall remain the same.

INVITATION TO BID Addendum # 7



King County

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

ADDENDUM DATE: February 11, 2011

ITB Title: Electrical Lighting Upgrades, Energy Efficiency

ITB Number: 1272-10-MZS

Revised Due Date/Time: February 17, 2011 - 2:00 P.M.

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

Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9305

This addendum is issued to revise Invitation to Bid 1272-10-MZS, advertised December 16, 2010 as follows:

1. **Change** the bid opening date from Tuesday, February 15, 2011 at 2:00 p.m. to Thursday, February 17, 2011 at 2:00 p.m.
2. **Replace** Subsection 2.1 in its entirety as follows:
 - 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.

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.
3. **Delete** Subsection 2.4 King County Contracting Opportunities Program in its entirety.

All other terms and conditions shall remain the same.

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