



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

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

CONTRACTOR:
BRAKE AND CLUTCH SUPPLY INC
2930 6TH AVE S

SEATTLE, WA 98134 United States
Fax: (206) 6225886

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

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

CONTRACT		
CONTRACT NO. 514667	REVISION 6	P. 1
CREATION DATE 01-JAN-2012	BUYER PATRICIA REID	
DATE OF REVISION 23-JUN-2016	BUYER PATRICIA REID	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
1188	NET30DAYS	PAID	DESTINATION	Seller Chooses	Telephone: (206) 622-5655

DESCRIPTION

Change Order #1 Issued 6/23/16

This change order is issued to extend the contract through June 30, 2018, in accordance with City of Seattle contract number 0000002879.

Authorized Signature



City Purchasing

Current Contract Information

General Information 206-684-0444

ALERTS

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

Contract Title Light Duty Vehicle Auto Parts		Contract # 0000002879	
Buyer	Name: Rick Davison	Phone: 206-684-8310	E-Mail: Rick.davison@seattle.gov
Vendor (name/address)	Brake & Clutch Supply Inc 2930 6th Avenue S. Seattle, WA 98134		Vendor ID# 000001227
Vendor Contact	Contact: Frank (Spark) Dolan		
	Phone: 206-622-5655	Fax: 206-622-5886	E-Mail: spark@brakeandclutchsupply.com
WMBE Status	No WMBE ownership		
Description	<ul style="list-style-type: none"> This contract is a result of an Invitation to Bid 		
Contract Term	6/7/11 – 6/30/18		
Future Extension Option	None		
Freight Terms	FOB Destination Prepaid and Allowed		
Prompt Pay Discount	Net 30		
Delivery ARO	N/A		
Order Instructions	For Use By: All City Departments	Order Limit: N/A	
Contracting Options	<p>This is one of several contracts awarded for this product. The City may select among any of the following:</p> <p>This is one of several contracts awarded for this product. The City may select among any of the following:</p> <p># 2855 Blanchard Auto Electric Co # 2878 Bill Pierre Ford # 2879 Brake & Clutch Supply # 2880 Six Robbles Inc # 2881 Uni-Select USA</p>		
Comprehensive Contract	Current Pricing	Original ITB / RFP	
 0000002879_Contract.pdf	 0000002879_Pricin g.pdf	 0000002855_ITB.pdf	



City Purchasing

Current Contract Information

General Information 206-684-0444

Contract History	Contract Start date	6/7/11
	Change Order #1 – Issued to extend contract through 06/30/2018 and to update City contact information	05/26/2016
	Change Order #2 -	
	Change Order #3	
	Change Order #4-	

Vendor Emergency Contact Information

Emergency Contact Name	Paul McNeal
Emergency Phone Number	206-510-8276
Back-Up Emergency Phone Number	206-510-6391 Dan Troyer
Contact information for company locations areas outside Seattle that can be called upon in an emergency Alternative Address	Cascade Friction Materials in Tacoma Peter McNeal 253-383-4363



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VENDOR:

BRAKE AND CLUTCH SUPPLY INC
2930 6TH AVE S
SEATTLE, WA 98134

SHIP TO

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

BILL TO

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

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
514667	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
23-JUN-11	J, Jungnitz	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	B00143	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
FRANK "SPARK" DOLAN (206) 622-5655	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>TERM PURCHASE AGREEMENT</p> <p>FURNISH LIGHT DUTY AUTO PARTS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH THE CITY OF SEATTLE CONTRACT NUMBER 000002879, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>ESTIMATED ANNUAL CONTRACT VALUE \$12,000.00</p> <p>THIS CONTRACT AGREEMENT NUMBER 514667 IS ISSUED AS A REPLACEMENT/CONTINUATION AGREEMENT FOR NUMBER B23295B EFFECTIVE JANUARY 1, 2012. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL</p>						

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

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

ACCEPTANCE:

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

TOTAL

[Signature]
Authorized signature



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 SEATTLE, WA 98134

SHIP TO

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

BILL TO

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 ACCOUNTS PAYABLE, 3RD FLOOR
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 SEATTLE, WA 98104
 United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
514667	0	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
23-JUN-11	J, Jungnitz	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	B00143	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
FRANK "SPARK" DOLAN (206) 622-5655	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.						
	Purchase Agreement Effective From: 01-JUL-11 To: 30-JUN-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

[Signature]
 Authorized signature

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Invoices: Invoices must reference the purchase order number.

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

Shipping Instructions: All shipments must contain a packing slip. Unless other wise 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 warranty 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.



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VENDOR:

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SHIP TO

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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
514667	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
23-JUN-11	J Jungnitz

DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	B00143	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
FRANK "SPARK" DOLAN (206) 622-5655	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	FURNISH LIGHT DUTY AUTO PARTS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH THE CITY OF SEATTLE CONTRACT NUMBER 0000002879, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. ESTIMATED ANNUAL CONTRACT VALUE \$12,000.00 Purchase Agreement Effective From: 01-JUL-11 To: 30-JUN-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
<i>DR Leach</i> 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.

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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.



BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 5th Ave #4112
PO Box 94687

Seattle, WA 98124-4687

Blanket Contract # 0000002879		Date 6/7/11	Change Order
Payment Terms Net 30	Freight Terms FOB Destination Prepaid and Allowed		
Buyer: Laura Kim	Phone: 206-684-0445	Fax: 206-233-5155	

Vendor ID: 0000001227
Brake & Clutch Supply Inc
2930 6th Avenue S.
Seattle, WA 98134

Contact: Frank Dolan
Phone #: 206-622-5655
Fax #: 206-622-8556
Email: spark@brakeandclutchsupply.com

Ship To:

See Below

Bill To:

See Below

Brake & Clutch Supply, Inc is awarded a contract for Vehicle Light Duty Auto Parts as a result of ITB-FFD-2855 dated 5/12/11 conducted by the City of Seattle. See Attachment #1 for General Terms, Attachment #2 for Pricing, Attachment #3 for Terms and Conditions and Attachment #4 City of Seattle Invoice Address Guide. The term for this contract is five (5) years with one (1) two-year extension.

Original Contract Term: 6/7/2011 through 6/30/2016

Order shall be placed by DEPARTMENT REPRESENTATIVES. Invoices shall be mailed in duplicate to the DEPARTMENT PLACING THE ORDER, Attn: Accounts Payable, per attached list (or a/p address). Each invoice shall indicate Contract #0000002855.

The City of Seattle does not guarantee utilization of this contract. This contract is intended for use by all City Departments. This contract is subject to cancellation by either party upon forty-five (45) days with advanced written notice.

Authorized Signature/Date

Pam J. ... 6/7/11

Minimum Qualifications:

1. The Bidder has a minimum of three consecutive years of experience in supplying a distributor's parts and accessories for light duty vehicles within the Little Rock, Ark.

State the number of years experience: 38

2. The Bidder has a distribution facility or retail location with a 50,000 sq. ft. or greater facility.

State the physical address of your firm's distribution facility or retail

BRAKE AND CLUTCH SUPPLY, INC 2930 SIXTH AVENUE S.W. RAYMOND, AR 72783

Additional Information: (The following questions are for informational purposes only and will not be a factor in bid award)

The Bidder has at least 90% of the category(ies) and brand(s) offered in its Form 2 stocked at the distribution facility or retail location. X Yes No

Provide an employee contact name and phone number for each facility:
CHARLES MCNEAL 306-622-6655

The Bidder is capable of accepting orders through e-mail, telephone, facsimile, or at their location.
X Yes No

If your firm is representing multiple locations, provide a list of the locations that agree to participate in your firm's offer. Provide the address of each location and telephone number for the location. List of Plants/Outlets:

SEE LIST BELOW

Optional Program - Offered Product Expansion

Your firm may include in its bid, but is not required to include, product categories in addition to the product categories listed in Form 2. For example, lubricants, oils and greases, vehicle chemical care products, and vehicle repair tools and equipment are not included in the product categories listed in Form 2.

In the event your firm desires to expand its bid to include additional product categories, the product category/subcategory, the brand(s) offered within the category/subcategory, and the proposed discount off Supplier's current jobber unit price. Also state any product category/subcategory that is included in your standard catalog and specifically excluded in your bid.

A bid for Offered Product Expansion will be considered by the City as optional information only and will not be a factor in proposal evaluation. The City reserves the right to determine whether a category, subcategory or item is an Offered Product Expansion or is part of the product categories listed in Form 2. In the event a successful Bidder Contract (s) includes an Offered Product Expansion in its bid, the City may opt to include the products in the resulting Blanket Contract (s).

1. Do you have an on-line ordering system that will allow City users to order in from Auto Parts directly?
 Yes X No

2. Do you have parking capabilities?

Yes No

3. Is your retail location open on the weekends?

Yes No

4. Do you make deliveries or pick ups on the weekend?

Yes No

If you have multiple locations participating in your offer, list the locations that are open on the weekends, include telephone numbers and hours.

ADDITIONAL INFORMATION: WE HAVE A TOTAL OF 3 LOCATIONS IN THE AREA IN ADDITION TO OUR SEATTLE LOCATION. ONE IN TACOMA: CASCADE FRICTION MATERIALS, INC. - 514 PUYALLUP AVENUE - TACOMA, WA 98323 - 253-383-4363 CONTACT: PETER MONDAL. HOURS ARE MONDAY - FRIDAY 7:30 - 5:00 AND SATURDAYS 8:30 - 1:00 PM.

WE ALSO HAVE AN EVERETT LOCATION: BRAKE AND CLUTCH SUPPLY NORTH - 2222 37TH STREET - EVERETT, WA, 98201 - 425-212-4360 CONTACT: BRIAN HOEFER. MONDAY - FRIDAY 7:30 - 5:00 PM.

Delivery

Delivery: For each order, the City will select from the following delivery options:

Two Day Delivery: Within two working days of the date the City places an order, the Supplier shall deliver product to the City's ship-to location. Delivery will occur between 6:30 a.m. and 8:00 p.m., Monday through Friday except holidays.

Same Day Delivery: On the same day the City places an order, the Supplier shall deliver product to the City's ship-to location. Delivery will occur between 6:30 a.m. and 4:30 p.m., Monday through Friday except holidays. The City will place a same day delivery order no later than 11:00 a.m.

Customer Pick-Up: The same day the City places an order, the City will pick-up the product at the Supplier's will-call, distribution point, or retail outlet during Supplier's normal business hours. Supplier will require City ID, Name, Department and phone number at the time of pick-up.

Expansion Clause: Any resultant contract or Purchase Order may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Blanket Contract that has not yet expired. Likewise, a one-time Purchase Order may be modified if the bid reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Such modifications must be mutually agreed. The only person authorized to make such agreements on behalf of the City is the Buyer from the City Purchasing Division (Department of Finance and Administrative Services). No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

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

Adequate Inventory and Response Times: The vendor shall provide three (3) business day response time and delivery for most new orders placed by the City. Vendor will maintain adequate inventory to stock and provide same-day response on the most frequently ordered items, allowing City employees to purchase products or parts at the Vendor location within the same-day of placing the order.

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

Discount from List Pricing: The City will not accept requests to change discount rates below Jobber List prices, except for those that are more favorable to the City than the original contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.

The City will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

List Pricing: Upon request by the City, the Vendor shall also provide access to the "Current Price List" in electronic and/or paper format. Such requests may be for current Jobber's list pricing or for past Jobber's list pricing that are within the term of the contract.

Attachment #2
#2879 Brake Clutch Supply Pricing
 Updated 6/5/2011

Brake & Clutch	Pricing-Discount Off
Prompt Payment Discount	Net 30
Category 1	
Category 2	
Category 3	
Subcategory 3.1	
Bearings, Balls & Rollers	
BCA	BCA
Discount %	10%
A-39	10%
B-39	10%
A4	10%
M-12649	10%
A17	10%
5707	10%
Timkin	Timkin
Discount %	10%
L4460	10%
LM 102910	10%
LM 104911	10%
LM 1049949	10%
LM 501310	10%
Subcategory 3.2	
Universal Joints	
Precision	Meritor
Discount %	55%
315-G	55%
330	55%
331	55%
Spicer	Meritor
Discount %	55%
5-675x	55%
5-160x	55%
5-281x	55%
5-280x	55%
Category 4	

Attachment #2
#2879 Brake Clutch Supply Pricing
 Updated 6/5/2011

Category 5	
SUBCATEGORY	
5.1: PADS AND SHOES	
Bendix	Bendix
Discount %	53%
MKD-857	53%
MKD-856	53%
MKD-524	53%
MKD821	53%
MKD-803	53%
MKD-777	53%
MKD-757	53%
Rockwell	Meritor
Discount %	55%
KSR3014514QR	55%
KSR3014515QR	55%
KSR3014707QP	55%
Perf Friction	Perf Friction
Discount %	42%
D931	42%
D932	42%
Motorcraft	Perf Friction
Discount %	42%
BRSD1067	42%
BRSD1068	42%
BRSD1069	4768%
	42%
Guinte	Gunite
Discount %	65%
3600A	65%
United	Raybestos
Discount %	25%
86597	25%
56263	25%
83757	25%
86823	25%
Performance Friction	Perf Friction
Discount %	30%
30504501	30%
28705601	30%

Attachment #2
#2879 Brake Clutch Supply Pricing
 Updated 6/5/2011

Motorcraft	Raybestos
Discount %	25%
BRC161RM	25%
BRC162RM	25%
BRC181RM	25%
BRC182RM	25%
Category 6	
Category 7	
Category 9	
Category 10	
C/R	C/R- SFK
Discount %	19%
35066	19%
47697	19%
47690	19%
12428	19%
National	National
Discount %	19%
4739	19%
2081	19%
4160	19%
4740	19%
4739	19%
370003A	19%
9150S	19%
8660S	19%
370023A	19%
Stemco	Stemco
Discount %	55%
309-0960	55%
320-2115	55%
382-8064	55%
Category 11	
Grote	Grote
Discount %	10%
45813	10%
46412	10%
52772	10%
52892	10%
55290	10%
60151	10%
62171	10%
Retrac	Retrac
Discount %	10%

Attachment #2
#2879 Brake Clutch Supply Pricing
 Updated 6/5/2011

1158	10%
980D	10%
95D	10%
601285	10%
983D	10%
Signal-Stat	Trucklite
Discount %	70%
250	70%
256	70%
262	70%
Trucklite	Trucklite
Discount %	70%
35080Y	70%
44030R	70%
44221Y	70%
44326R	70%
60050R	70%
60120Y	70%
60250R	70%
Wagner	GE
Discount %	59%
4412A	59%
4414A	59%
9008	59%
795	59%
796	59%
897	59%
H4656	59%
H6054	59%
9003	59%
9007	59%
Category 12	
Category 13	
Category 14	
Monroe	Dayton
Discount %	66%
66692	66%
66710	66%
66719	66%
74001	66%
74025	66%
74425	66%
Category 15	

City of Seattle
CONTRACT

Terms and Conditions

1. **Entire Agreement.** This Contract comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The contract is defined to explicitly include the City's Purchase Order, Contractor Offer including all attachments, Addendum to the Bid, the Bid specifications, the Bid instructions and Bid Attachments. Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed.
2. **Mutual Acceptance:** This Contract has been accepted by both parties upon signature by the City of Seattle. The Contractor may provide an adjoining signature, or may indicate mutual acceptance by receiving the Contract from the City without objection. If the Contractor objects, the Contractor must provide immediate written notice to the City Purchasing Department upon receipt of the Contract.
3. **Term:** Any term specified in the solicitation or specification shall prevail. Should this be a one-time purchase, the Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Blanket Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Contractor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.
4. **Schedule:** Unless the City Buyer issues a written change, Contractor shall deliver the items or render the services by the "Last Item Due Date" stated on the Contract signature page. At the City's option, Contractor's failure to timely deliver or to perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
5. **Limits of Sales to Authorized Products and Services:** Contractor has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Contractor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.
6. **Adjustments:** The City Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; extension of contract duration, and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
7. **Changes and Expansion Authority:** No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City. The only person authorized to make amendments on behalf of the City is the designated Buyer from City Purchasing, Department of Finance and Administrative Services. The City Buyer may also be termed as the City RFP Coordinator. The City Buyer shall issue change notices to Contractor, and such notices shall take be considered to take effect and be mutually acceptable, upon sole signature of the City Buyer, unless written objection of the notice is received by the Contractor upon Contractor receipt of the change notice.
8. **Expansion:** This contract may be expanded as mutually agreed, if such expansion is approved by the City Buyer. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of

competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer. Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Contractor.

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

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

10. **Delayed Invoice Submittal:** Invoices must be submitted to the City within 60 days, whichever is the latest, of either the date the City received, inspected and accepted delivery of all goods, the date the City accepted final completion of all services, or the date of receipt of a correct invoice, whichever date is later.
11. **Payment:** Seattle agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review and authorization by the City. Such payment shall be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from the acceptance date after delivery of all goods, City acceptance after completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars. Also see "Dispute" section for payment of items in Dispute.
12. **Late Invoice Payment:** If the City pays an invoice after the 30 day allowance, the Contractor may charge the City no more than 1% interest calculated upon the total invoice amount. The Contractor is not entitled to any late fees or penalties for late payments. Per RCW Chapter 39.76.010.
13. **Overages/Underages:** Shipments shall match the purchase order, any unauthorized advance or excess shipments are returnable at Contractors expense. The City is not obligated to return overages and will not pay for overages.
14. **Taxes, Fees and Licenses.**

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

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

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

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

15. **Rebate:** If this contract includes a rebate, the total rebate due to the City shall be paid in check to the City of Seattle, City Purchasing. The rebate will be provided to City Purchasing on June 1 of each year or as otherwise required by the ITB/RFP, to reflect total expenditures for the previous 12 month period. The Contractor will calculate the amount due and provide supporting documentation with the payment. All monies spent between the City and Contractor are part of the rebate calculation, and monies spent by other public agencies through Interlocal Agreement unless specified otherwise by the City, unless the Contractor can clearly differentiate a spend category or separate contract that is not associated with the contract products or services. If the rebate is late, the City reserves the right to "hold" all future invoice payments due the Contractor until the rebate has been issued, or to withhold the rebate amount from the next invoice payment due to the Contractor.
16. **Pricing:** Pricing reflects the following agreements. These are in addition to annual Prevailing Wage adjustments if required. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer. Such changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the Contractor rejects in writing immediately upon receipt of such a Change Order.

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

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

- A. **Discount from Manufacturer List Pricing:** The City will not accept requests to change discount rates below Manufacturer List prices or mark-up above wholesale, except for those that are more favorable to the City than the original contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.
- B. **One-time Purchase Order Prices:** If the Bid is for a one-time purchase, pricing shall be firm and fixed for that purchase, and shall not be subject to requests for price increases by the Contractor. With this said, the Contractor may submit requests to reduce and decrease the price.
- C. **Hourly Rates or Service Pricing:** For multi-year contracts that provide services. The Contractor may submit a price reduction that implements a lower and more favorable cost to the City at anytime during the contract. Contractor requests for rate increases must be no sooner than two years after contract signature, are at the discretion of the Buyer; and must be:
1. The direct result of increases to wage rates and do not exceed the CPI Index or other appropriate service rate index agreed upon between the Buyer and the Contractor.
 2. Incurred after contract commencement date.
 3. Not produce a higher profit margin than that on the original contract.
 4. Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
 5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
 6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.

7. The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
 8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
 9. Should not deviate from the original contract pricing scheme/methodology
- D. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. The Contractor may submit notice of a price reduction that provides more favorable and lower prices to the City, at any time during the contract. Requests by the Contractor to increase pricing shall be no sooner than two years after the execution of the contract, are at the discretion of the Buyer; and must also be:
1. The direct result of increases at the manufacturer's level (or if Contractor is a supplier of a raw material delivered directly to the City such as cement or soil, the increase must be verified at the supplier level).
 2. Incurred after contract commencement date.
 3. Not produce a higher profit margin than that on the original contract.
 4. Clearly identify the items impacted by the increase.
 5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
 6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
 7. The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
 8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
 9. Should not deviate from the original contract pricing scheme/methodology.
17. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Contractor for corrections.
18. **Catalogue and Manufacturer List Pricing:** Upon City request, the Contractor shall provide access to the "Manufacturer's Current Price List" in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.
19. **Cancellation of Orders:** The City may cancel an order before delivery without penalty or charge, providing that the Contractor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Contractor, not in any event to exceed 10% of the total cost of the order.
20. **Returns and Restocking:** Unless specified otherwise in the Solicitation the following shall apply:
- Contractor Error: No restocking charge for items ordered due to Contractor error. Contractor pays all shipping costs.
- Standard Stock items: No restocking fee applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Contractor, not in any event to exceed 10% of the total cost of the order.
- Fabricated Items: Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City.
- Failure to perform: If Contractor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Contractor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

21. **Idling Prohibited (Delivery Services):** Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires Contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include "bucket" trucks that allow a worker to reach wires on telephone poles or tree branches for trimming; and vehicles with a lift on the back of a truck to move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
22. **Travel and Direct Charges:** If the specifications and scope of work for this purchase have specifically identified travel and/or direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, then no compensation will be given.
- City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses. Direct charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants or subcontractors.
 - The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
 - The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
 - **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
 - **Meals:** Meals will be reimbursed at the Federal Per Diem daily rate for the city in which the work is performed and do not require receipts or additional documentation. The City will not reimburse for alcohol at any time.
 - **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work was performed. Receipts detailing each day / night lodging are required. The City will reimburse at the single occupancy rate. As an alternative, lodging billed at the published Federal Per Diem daily rate for the city in which the work is performed does not require receipts or additional documentation. In this case, the invoice needs to state that "the lodging is being billed at the Federal Per Diem daily rate."
 - **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred (currently that rate is 50.0 cents per mile.)
 - **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses (the City will only pay for the rental of "Compact" vehicles unless three or more persons are sharing one vehicle in which case a "Mid-sized" vehicle rental is acceptable).
 - **Miscellaneous Travel** (e.g. parking, gas, taxi, shuttle, tolls, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.

- **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred. Receipts are required for all miscellaneous expenses that are billed.
 - **Subcontractor:** Subcontractor expenses will be reimbursed at the actual cost incurred. Copies of all subcontractor invoices that are rebilled to the City are required.
23. **Delivery Time:** Except when instructed otherwise, delivery must be made during normal working hours and within timeframes proposed by Contractor herein and as accepted by Seattle. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours. Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
24. **Title, Risk of Loss, Freight, Overages or Underages:** Contractor warrants that Contract has properly produced, stored, packaged, boxed and shipped the products and goods for delivery, at Contractor's expense. No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in Purchase Order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather. Title of goods received under this contract shall remain with the Contractor until they are delivered, inspected and accepted at the address specified, at which time title passes to Seattle. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, inspection and acceptance by Seattle. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid and allowed. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
25. **Identification:** All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
26. **Rejection of Goods:** Goods shall not be deemed accepted until the City completes receipt, inspection and acceptance. The City may reject goods upon notice to the Contractor without the requirement to specify the reason(s) for rejection. The City can return non-conforming goods, require Contractor to replace non-conforming goods, or require Contractor to repair non-conforming goods to meet requirements, at the Contractor cost.
27. **Liens:** Contractor warrants all products are free and clear of liens.
28. **Contract Notices:** Contract notices shall be delivered to the Buyer at the addresses specified in the solicitation.
29. **Representations:** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
30. **Warranties:** Contractor warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, are properly packaged, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, that an MSDS Sheet is supplied as required by law, and that products or services conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of the Contractor or the rights of Seattle.
31. **Independent Contractor:** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor

shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

32. **Inspection:** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
33. **Performance:** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
34. **Affirmative Efforts:**
- **Employment Actions:** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation; and selection for training.
 - In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.
 - In the event Subcontracting is considered appropriate and feasible to contract performance, the Contractor shall develop a Subcontracting Plan, which also may be referred to as an Outreach Plan. The Subcontracting (Outreach) Plan shall specify the Contractor's affirmative efforts and an agreement to the City for subcontracting to women and minority businesses, and/or diverse employment. The Subcontracting (Outreach) Plan, as submitted and/or as agreed upon with the City thereafter, shall be incorporated as a material part of the Contract. In preparing the Subcontracting (Outreach) Plan, Contractors shall actively solicit qualified, available and capable women and minority-owned businesses to perform the subcontracting work for the contract. The Contractor shall submit the Subcontracting (Outreach) Plan to the City with the solicitation and/or prior to contract execution. At the request of the City, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements, which may include a list of all subcontractors and/or WMBE subcontractors, and may include a request for copies of the executed agreements between the Contractor and subcontractors, invoices and/or performance reports.
 - If upon investigation, the Director of Finance and Administrative Services finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall notified in writing. The Director of Finance and Administrative Services shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.
 - Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Contractor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

35. **Assignment and Subcontracting:** Contractor shall not assign or subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
36. **Key Persons and Subcontractors.** Contractor shall not transfer, reassign or replace any individual or subcontractor that is determined to be essential or that has been agreed upon in the Contractor's Subcontracting (Outreach) Plan, without express written consent of Seattle. If during the term of this Contract, any such individual leaves the Contractor's employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle's request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Outreach) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.
37. **Involvement of Current and Former City Employees.** If a Contractor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.
38. **Equal Benefits.**
- Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle's request, the Contractor shall provide complete information and verification of the Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)
 - Remedies for Violations of SMC Ch. 20.45: Any violation of this section shall be a material breach of Contract for which the City may:
 - a. Require the Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
 - b. Terminate the Contract; or
 - c. Disqualify the Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
 - d. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.
39. **Publicity:** No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee.
40. **Proprietary and Confidential Information:**
1. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

2. If the City receives a public disclosure request made pursuant to RCW 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the City may notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.
 3. In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the City Contractor Questionnaire that you believe are exempt from disclosure. The City will not withhold material for notification if the Contractor simply marked confidential on the document header, footer, stamped on all pages, or offered a generic statement that the entire document is protected. Only material specifically listed and properly cited on the Contractor Questionnaire will be temporarily withheld until the City provides notification of a public disclosure request.
 4. If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.
 5. If the Contractor does not submit a request within the Contractor Questionnaire, the Contractor is deemed to have authorized releasing any and all information submitted to the City.
 6. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.
 7. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.
41. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
42. **Insurance:** Unless specified otherwise, the following is in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:
1. **Minimum Coverages and Limits of Liability.** Contractor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverage's and limits of liability as specified below:
 - A. **Commercial General Liability (CGL) insurance, including:**
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

\$1,000,000 Personal/Advertising Injury
\$1,000,000 each accident/disease/employee Stop Gap/Employer's Liability

- B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.
 - C. Worker's Compensation for industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
2. **Seattle as Additional Insured.** The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.
 3. **No Limitation of Liability.** The limits of liability specified herein in subparagraph 1.A. are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.
 4. **Minimum Security Requirement.** All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.
 5. **Self-Insurance.** Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.
 6. **Evidence of Coverage.** Prior to performance of any scope of work, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.
43. **Audit:** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract. *Also see Federal provisions for federal access when this contract is paid in part or in whole by federal fund sources.*
44. **Contractual Relationship:** The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.
45. **Supervision and Coordination:** Contractor shall:
- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
 - Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
 - Promote and offer to City of Seattle employees only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.