



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:

DON SMALL & SONS OIL DIST CO
PO BOX 626
112 3RD NW
AUBURN, WA 98071

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
521766	0	1

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

CREATION DATE	BUYER
06-SEP-11	P Reid

DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	D01363	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
RICK WALKER	(800) 626-3213

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	Furnish Extended Drain Interval Transmission Fluid as requested by authorized King County personnel during the period from September 6, 2011 through September 5, 2016, in accordance with King County Bid number 1106-11-MJM and the responding bid from Don Small & Son's Oil Dist. Purchase Agreement Effective From: 06-SEP-11 To: 05-SEP-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 otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

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

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

Certification Regarding Debarment, Suspension and Other Responsibility

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

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

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: JULY 21, 2011

Invitation to Bid (ITB) Title: Extended Drain Interval Transmission Fluid

ITB Number: 1106-11-MJM

Due Date: August 16, 2011- 2:00 p.m.

Buyer: Michael McKinley, michael.mckinley@kingcounty.gov, 206-263-9315

Alternate Buyer: Patty Reid, patty.reid@kingcounty.gov. 206-263-9304

Furnish Extended Drain Interval Transmission Fluid as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 237,155.10

PRE-BID CONFERENCE
None

ORIGINAL

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 all Addenda 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

Dow Small + Son's Oil Dist.

Address

112 3rd Street NW
P.O. Box 626

City/State /Postal Code

Auburn, WA 98071

Signature

Rick Walker

Print name and title

Rick Walker, Vice President

Email

rickw@smallandsonsoil.com

Phone

800-626-3213

Fax

253-854-0457



Rick Walker, MBA
Vice President
Petroleum Consultant

provided in alternative formats such as Braille, large print, individuals with disabilities.



112 3rd NW
Auburn, WA 98002
cell: 206-510-8794
800-626-3213
fax: 253-854-0457
www.smallandsonsoil.com
rickw@smallandsonsoil.com

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

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 Ten (10) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

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

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 120 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.

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 Brand Name or Equal

When products of a specific brand(s), material(s), construction, design, style, or size are named, they indicate the quality level or performance required for the product(s) in the invitation to bid.

Following are the salient characteristics of the product in the Invitation to Bid:

- a. Five (5) years documented performance of a drain interval of 72,000 miles in a large fleet heavy duty transit bus application (1400 Buses).

- b. Compatible with Petro Canada Synthetic Blend Heavy Duty Extended Drain Interval Transmission fluid. This would be in a "top off" situation, during a cycle, as well as complete replacement of the transmission fluid.
- c. Will not jeopardize normal life of seals and rubber O rings.
- d. Will not adversely affect the friction coefficient of the transmission clutch surface materials.

These characteristics are provided for informational purposes only. Alternate products must be submitted and approved prior to bid opening.

2.5 "Equal Products"

Equal products may be considered provided they meet the same form, fit, function and quality of the original products(s) specified. The bidder shall submit, at least 20 days prior to bid due date, the brand, model, part number, MSDS, test results and documentation that can substantiate that the "Equal Products are acceptable. These must include detailed documentation of test results showing successful use in a similar size transit agency with a like route structure that included intercity routes with steep hills and highway routes. An initial determination if the products are acceptable will be complete at least 10 days prior to bid opening. Any samples shall be provided to King County at no charge. These products shall not void any warranty. The products shall be approved by the original manufacturer for use in their equipment. The bidder shall be responsible for correcting any direct and consequential damage to equipment caused by their products.

King County retains the sole right to accept or reject "Equal Products" that are bid.

2.6 Forms Required with the Bid

- Buy America Certificate
- Certificate of Lobbying Activities

2.7 Forms Required Before Contract Award

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

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

*If not on file with the County

2.8 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.

2.9 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.

2.10 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."

2.11 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.

- A. Termination For Convenience/Default/Non-appropriation
- B. 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.

- C. 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.

D. 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.

3.6 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.

3.7 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.

3.8 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.

3.9 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision 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.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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).

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 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 a minimum of approximately \$200,000.00 with an estimated maximum of approximately \$300,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 Contract Administrative Fee

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

4.4 Price Revisions

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

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

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the

price increase. The County may cancel the contract if the price increase request is not approved.

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

4.5 Shipping Charges

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

4.6 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 acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

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

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

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

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

4.9 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 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 Hazardous Chemical Communication

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

4.11 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.

4.12 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.

4.13 Insurance Requirements

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

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

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

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

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

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

SECTION 5 FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

This Contract shall be partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between King County and the U.S. Department of Transportation, including all "flow down" provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

5.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

Ref: FTA Master Agreement MA (16), 10-1-2009, Section 2(c).

5.2 Federal Changes

The Contractor agrees to comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

Ref: 49 CFR Part 18 and FTA Master Agreement MA (16), 10-1-2009, Section 2(c).

5.3 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

Ref: FTA Master Agreement MA (16), 10-1-2009, Section 2(f).

5.4 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor

further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 621-634; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Parts 1625 and 1630; 41 CFR § 60-1.4, Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25. .

5.5 Title VI Compliance

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation ("USDOT") — assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on DOT-assisted projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

5.6 Disadvantaged Business Enterprise Requirements.

- A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal of thirteen percent (13%) for FTA assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.
- B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.
- C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).
- D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: http://www.omwbe.wa.gov/certification/certification_directory.shtml Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**
- E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.
 - 1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.
 - 2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the

distinct, clearly defined portion of the Work that the DBE performs with its own forces.

3. Commercially Useful Function. The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.
 - a. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.
 - b. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.
 - (1) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.
4. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:
 - a. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - b. **Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (1) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - c. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. The cost of the materials and supplies themselves shall be counted.

5. Purchases from a DBE. With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

5.7 Disadvantaged Business Enterprise and Other Small Business Participation

The County encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

- A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
- B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
- C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiate in good faith with interested DBEs and other small businesses.
- E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
- F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

5.8 Cargo Preference - Use of U.S. Flag Vessels

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor shall:

- A. Utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

- B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Ref: 46 USC § 1241; 46 CFR Part 381.

5.9 Fly America

The Contractor agrees to utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers, to the extent such service is available, unless travel by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. . The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Ref: 49 USC § 40118; 41 CFR Part 10.131-10.143.

5.10 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

Ref: 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FTA Master Agreement MA (16), 10-1-2009, Section 8 (c) and (d).

5.11 Buy America

The Contractor agrees to comply with 49 USC § 5323(j), 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

General waivers are listed in 49 CFR 661.7 and include but are not limited to microcomputer equipment and Software for purposes of storing and processing data, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C), 5325(e)(f) and 49 CFR 661.11.

Petroleum products listed in the Federal Acquisition Regulation (FAR), Subchapter D, Part 25.103 and Part 25.104 have a non-availability waiver.

Contracts in excess of \$100,000 require a Buy America Certificate, to be completed and submitted to the County with the bid. A Bid that is not accompanied by a completed Buy America certification shall be rejected and subject to termination. This requirement does not apply to lower tier Subcontractors.

5.12 Access Requirements for Individuals with Disabilities

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

5.13 Interest of Members of or Delegates of Congress

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

5.14 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 2 CFR part 1200. 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 2 CFR 1200, Subpart C and must include the requirement to comply with 2 CFR 1200, 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 2 CFR 1200, 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.

5.15 Disclosure of Lobbying Activities

Contracts in excess of \$100,000 require a Certificate of Lobbying Activities, to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it shall not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

5.16 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

5.17 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

5.18 Air Pollution

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by FTA.

5.19 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 42 USC § 7606; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

C. Clean Water

The Contractor agrees to comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6.

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 33 USC § 1251.

D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used unless the FTA makes the specific findings required by 49 USC § 303.

5.20 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to Provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

5.21 Termination Provisions Required

All Contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement.

Ref: FTA Circular 4220.1F § IV.2.b.

5.22 Breach Provisions Required

All Contracts in excess of \$100,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

Ref: FTA Circular 4220.1F, § IV.2.B

5.23 Substance Abuse

Contractor and its subcontractors agrees to comply with U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 *et seq.*, including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.

SECTION 6 Technical Specifications

6.1 Extended Drain Interval Transmission Fluid

This transmission fluid will be utilized in Allison B400R and B500R transmissions, and Voith DIWA BUS, Type: 86.4.3E transmissions in a heavy duty transit application, and where possible, in GM and Ford vans. It will also be used in chairlift and power steering units. This transmission fluid shall be a heavy duty synthetic blend with an extended drain interval that is licensed or approved by Voith Turbo, Inc. for a minimum of 72,000 miles between transmission fluid changes in the above referenced Voith DIWA bus transmission. The transmission fluid that is bid shall have a valid GM license number and/or approval number approved by Voith Turbo, Inc. at the time of bid opening.

6.2 Typical Characteristics

<u>Viscosity:</u>	cST @.....	40° C	34.0
	cST @	100° C	7.8
	SUS @	100°F	173
	SUS @	210°F	51.9
<u>Brookfield Viscosity -</u>	cP @	-40° C	700
<u>Viscosity Index -</u>			208
<u>Flash Point -</u>		°C/°F	189/372
<u>Pour Point -</u>		°C/°F	-45/-49
<u>Colour</u>			Red

*Reference – 2011 Petro-Canada Lubricants Handbook®

6.3 Supplier Technical Assistance

The selected supplier will be expected to provide technical assistance to the Metro Transit Vehicle Maintenance Department in monitoring the transmission fluid through transmission fluid analysis of this fluid as it runs through its life cycle. Additionally, it will be the supplier's responsibility to ensure that the transmission fluid stays within the necessary tolerances designed for the transmission fluid to ensure that the transmissions are properly lubricated so they reach their full potential life without any adverse affect due to the degradation of the fluid. To that end, the supplier whose product is selected, shall convene with the Project Manager and Metro Transit Vehicle Maintenance personnel, as requested, to review product performance.

6.4 Compatibility/Flush Procedure

Suppliers shall state in Section 7.5, Required Information, if their product is compatible with Petro-Canada Heavy Duty Synthetic Blend Automatic Transmission Fluid® currently being used by King County Metro Transit. If not, the supplier shall state the recommended flush procedure.

6.5 Performance

The bidder shall state in Section 7.5, Required Information, the guaranteed drain interval in the above referenced Voith DIWA BUS transmission for the extended drain interval transmission fluid offered by their company. Only products with at least a 72,000-mile drain interval with a valid GM License Number or approved number by Voith Turbo, Inc, will be considered.

6.6 Cost Reimbursement

Suppliers whose extended drain interval fluid does not meet their performance claims shall reimburse King County the cost associated with difference between the supplier's actual drain interval and that of the Petro-Canada Heavy Duty Synthetic Blend Automatic Transmission Fluid®. The Contractor shall reimburse King County for the cost of repairing any damage to a transmission caused by the proper use of the Contractor's extended drain interval transmission fluid.

6.7 Quality Control

The supplier shall state in Section 7.5, Required Information, the quality control your company will exercise to ensure a consistently uniform product on every shipment. The extended drain interval program seeks to use technologically cutting-edge transmission fluids in King County Metro Transit coaches. Quality control, product performance, and product consistency are of paramount importance. Transit coach transmissions are expensive and often involve warranty issues. Additionally, maintenance and repair of transmissions requires that coaches be out of service at a time when King County Metro Transit is being asked to meet a growing demand for public transit and increased ridership.

6.8 Product Analysis

A product analysis sheet shall be required with each shipment. King County Metro Transit reserves the right to discontinue the use of any product not meeting consistent production standards.

6.9 Containers

The supplier shall state in subsection 7.5, the capacity of their drums and totes.

6.10 Transit Bases and Tank Sizes for Transmission Fluid

<u>Base</u>	<u>Tank Size</u>	<u>Base</u>	<u>Tank Size</u>
<u>Atlantic Base</u>	575 gallon	<u>Bellevue Base</u>	2 X 300 gallon
1555 Airport Way S.		1790 124 th Ave. NE	
Seattle, WA 98134		Bellevue, WA 98005	
<u>Central Base</u>	165 gallon	<u>Component Supply Center</u>	1500 gallon
640 South Massachusetts Ave. S.		12200 E. Marginal Way S.	
Seattle, WA 98134		Seattle, WA 98168	
<u>East Base</u>	500 gallon	<u>North Base</u>	6000 gallon
1975 124 th Ave. NE		2160 N. 163 rd St	
Bellevue, WA 98005		Seattle, WA 98133	
<u>Ryerson Base</u>	500 gallon	<u>South Base</u>	3000 gallon
1220 Fourth Ave. S.	250 gallon	12100 E. Marginal Way S.	300 gallon
Seattle, WA 98134		Seattle WA 98168	

SECTION 7 Bid Response

7.1 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. The low bidder is defined as that bidder, meeting specifications, that offers the lowest total bid price as determined as being in the best interests of King County. Higher mileage Delivery performance will not be prorated in the bid evaluation.

7.2 Delivery

Delivery is required as soon as possible and not later than three (3) days after placement of an order. Bids shall state the number of days delivery is guaranteed after receipt of order. Bid prices shall include delivery, FOB destination, to the locations specified in Subsection 6.10.

7.3 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:

The date printed on the invoice is more than three days earlier than the invoice receipt date;

The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____ % - **Days, Net** __

7.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Item#	Estimated Annual Qty	Description	Unit Price Per Gallon	Extended Price
1	12,860 gal.	Petro-Canada Synthetic Blend Heavy Duty Automatic Transmission Fluid or equal - Bulk Brand Bid <u>Petro-Canada</u>	\$ 16.66	\$ 214,247.60
2	550 gal.	Petro-Canada Synthetic Blend Heavy Duty Automatic Transmission Fluid or equal - Drum Brand Bid <u>Petro-Canada</u>	\$ 16.66	\$ 9163.00
3	825 gal.	Petro-Canada Synthetic Blend Heavy Duty Automatic Transmission Fluid or equal - Tote Brand Bid <u>Petro-Canada</u>	\$ 16.66	\$ 13,744.50
Total Bid Price (Also put on cover page)				\$ 237,155.10

7.5 Required Information

A. Compatibility – Please state if the product you are bidding is compatible with Petro-Canada Heavy Duty Synthetic Blend Automatic Transmission Fluid®.

Yes No

B. Flush Procedures – Please list below your recommended flush procedures if your product is not compatible with Petro-Canada Heavy Duty Synthetic Blend Automatic Transmission Fluid®.

C. Provide the manufacturer’s GM license and/or approval numbers for your product that show that your product is approved by the manufacturer of the transmission (s) listed in Section 6.1, for use in their transmission with a drain interval of at least 72,000 miles.

Allison: TES-295 C-4 29493700
Ford: Mercon V, Mercon, M 970 801, M5970801
General Motors: Dexron III H-36007
Voith: G607 + G 1363

D. Performance – Guaranteed drain interval for product bid. - 72,000 miles

E. Explain your quality control program.

Product purchased direct from manufacturer in truck + trailer quantities. Product pumped into new 275 gallon totes. Totes are loaded on lubricant pump truck for delivery. Samples taken at each stage

F. Containers.

State drum capacity - 55 gallons
Deposit: \$130.00

Storage considerations. Keep indoors if at all possible. If stored outside, cover, or tilt drums so water runs off.

State tote capacity and dimensions: 275 gallons

Deposit: _____

Are the totes palletized? Yes No

Are the totes stackable. Yes No

Describe the dispensing method. _____

Submit a picture of the tote.

G. The product is a petroleum product as specified in Section 5-11, Buy America. Yes No

The bidder must complete a Buy America Certificate and submit with their bid.

7.6 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 must be submitted with bid.**

Company Name: Elic Kourahi - King County Metro
Company Address: DOT/Transit/VM - North Base 2106 N. 163rd St.
Shoreline, WA 98133
Company Phone: 206-684-2922
Contact Person: Elic Kourahi
Dates: 2006- to Present

Company Name: Kent School District
Company Address: 252th 184th Ave SE Kent, WA 98030
Company Phone: 253-373-7539
Contact Person: Blaine Sells
Dates: 2007 to Present

Company Name: State of Washington
Company Address: Various Locations - we distribute for Conoco-Phillips
STATE Contract
Company Phone: 360-902-7436
Contact Person: Robert Paulson
Dates: 2005 to Present

Company Name: Miles Sand + Gravel
Company Address: 12th + M Auburn, WA 98002
Company Phone: 253-933-3705
Contact Person: Walt Miles
Dates: 1970 to Present

BUY AMERICA CERTIFICATE

Certificate of Compliance with Section 165(A)

The vendor hereby certifies that it **Will** comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

Signature: *Rick Walker* Date: 8/9/2011

Title: *Rick Walker, Vice President*

Company Name: *Finished petroleum products are exempt from the Buy America Act. Attached is a letter from the General Counsel of the FTA*

OR

Certificate Of Noncompliance With Section 165(a)

The vendor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR Part 661.7.

Signature: _____ Date: _____
Title: _____
Company Name: _____

It is important to remember that this Bid is funded in part by the FEDERAL TRANSIT ADMINISTRATION (FTA). In accordance with FTA requirements, each vendor Shall complete this Attachment H and submit it to the County with and as a part of their Bid.

Par. 661.5 GENERAL REQUIREMENTS FOR STEEL AND MANUFACTURED PRODUCTS.

1. Except as provided in Part 661 no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
2. All steel manufacturing processes must take place in United States, except metallurgical processes involving refine of steel additives.
3. The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
4. For a manufactured product to be considered produced in the United States:
 - (a) All of the manufacturing processes for the product must take place in the United States; and
 - (b) All items or material used in the product must be of United States origin.

CERTIFICATE OF LOBBYING ACTIVITIES
CONTRACT NO. _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or Will be paid, by or on behalf of the undersigned, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or Will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the Contract administrator.
- C. The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all recipients of Subcontract awards in excess of \$100,000 Shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any Person who fails to file the required certification Shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 8/9/2011

Company Name: Dow Small + Son's Oil Dist.

Authorized Signature:

Rick Walker

Printed Name/Title:

Rick Walker Vice President

Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately		
URGENT	 King County	King County Procurement & Contract Services Section Chinook Building, 3 rd FL CNK-ES-0340 401 Fifth Avenue Seattle, WA 98104
	Bid No.	1106-11 MJM
	Bid Title	Extended Drain Interval Transmission Fluid
	Due Date	8/16/2011 - 2:00PM
	Vendor	DON SMALL + SON'S OIL
URGENT		

Gene,

Below is the note from the attorney from the Federal Transit Administration:

Meghan G. Ludtke
Office of Chief Counsel
Federal Transit Administration
Room 9316
(202) 366-4011
www.fta.dot.gov

As she states, "Petroleum, crude oil, unfinished oils, and finished products" are exempt from the Buy America requirements, and therefore we can certify compliance with 49 U.S.C. 5323 (j)(J)

Please let me know if you have any questions.

John O'Keefe
District Sales Manager
Petro-Canada America
(630) 922-6307
(630) 922-6308 FAX
(630) 803-2562 CEL
jokeefe@wideopenwest.com

----- Original Message -----

From: "Ludtke, Meghan (TCC)" <[Meghan.Ludtke@fta.dot.gov](mailto: Meghan.Ludtke@fta.dot.gov)>
To: <[jokeefe@wideopenwest.com](mailto: jokeefe@wideopenwest.com)>
Cc: "Zusman, Nancy-Ellen (TRO-05)" <[Nancy-Ellen.Zusman@fta.dot.gov](mailto: Nancy-Ellen.Zusman@fta.dot.gov)>; "Garay, Carlos (TPM)" <[Carlos.Garay@fta.dot.gov](mailto: Carlos.Garay@fta.dot.gov)>; "O'Connor, Michael (TPM)" <[Michael.OConnor@fta.dot.gov](mailto: Michael.OConnor@fta.dot.gov)>; "Pixley, Joseph (TCC)" <[Joseph.Pixley@fta.dot.gov](mailto: Joseph.Pixley@fta.dot.gov)>
Sent: Monday, September 13, 2004 10:03 AM
Subject: Petroleum/Milwaukee procurement

>
> The Buy America requirements include reference to a list of exempted
> articles and materials, specifically, the Appendix to 661.7 says,
>
> "(a) All waivers published in 48 CFR 25.108 which establish excepted
> articles, materials, and supplies for the Buy American Act of 1933 (41
> U.S.C. 10a-d), as the waivers may be amended from time to time, apply to
> this part under the provisions of Sec. 661.7 (b) and (c)." That list is
> now
> at 48 CFR 25.104 (see question

> 12--<http://www.fta.dot.gov/library/legal/buyamer/buyafaq.html>
> <<http://www.fta.dot.gov/library/legal/buyamer/buyafaq.html>>) but the
> content has not been changed, and includes "Petroleum, crude oil,
> unfinished oils, and finished products."
>
> [http://a257.g.akamaitech.net/7/257/2422/05dec20031700/edocket.access.gpo.gov](http://a257.g.akamaitech.net/7/257/2422/05dec20031700/edocket.access.gpo.gov/cfr_2003/octqtr/48cfr25.104.htm)
> /cfr_2003/octqtr/48cfr25.104.htm
> <[http://a257.g.akamaitech.net/7/257/2422/05dec20031700/edocket.access.gpo.gov](http://a257.g.akamaitech.net/7/257/2422/05dec20031700/edocket.access.gpo.gov/v/cfr_2003/octqtr/48cfr25.104.htm)
> v/cfr_2003/octqtr/48cfr25.104.htm> .
>
> Therefore, if you are supplying petroleum, crude oil, unfinished oils, and
> finished products, you may certify compliance with Buy America when
> bidding,
> though if that is the only thing being bid, the grantee may choose to
> remove
> the Buy America certifications from the solicitation. See question
> 11--<http://www.fta.dot.gov/library/legal/buyamer/buyafaq.html>
> <<http://www.fta.dot.gov/library/legal/buyamer/buyafaq.html>> .
>
> I hope this is helpful.
> MGL

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: August 8, 2011

ITB Title: Extended Drain Interval Transmission Fluid

ITB Number: 1106-11-MJM

Due Date/Time: August 16, 2011 - 2:00 P.M.

Buyer: Michael McKinley, michael.mckinley@kingcounty.gov, 206-263-9315
Patty Reid, patty.reid@kingcounty.gov, 206-263-9304

This addendum is issued to revise the Original Invitation to Bid posted to the King County website on Thursday, July 21, 2011 as follows:

1. Subsection 2.5 "Equal Products" DELETE the following:

~~2.5 Equal Products~~

~~Equal products may be considered provided they meet the same form, fit, function and quality of the original products(s) specified. The bidder shall submit, at least 20 days prior to bid due date, the brand, model, part number, MSDS, test results and documentation that can substantiate that the "Equal Products are acceptable. These must include detailed documentation of test results showing successful use in a similar size transit agency with a like route structure that included intercity routes with steep hills and highway routes. An initial determination if the products are acceptable will be complete at least 10 days prior to bid opening. Any samples shall be provided to King County at no charge. These products shall not void any warranty. The products shall be approved by the original manufacturer for use in their equipment. The bidder shall be responsible for correcting any direct and consequential damage to equipment caused by their products.~~

~~King County retains the sole right to accept or reject "Equal Products" that are bid.~~

REPLACE with:

2.5 Equal Products

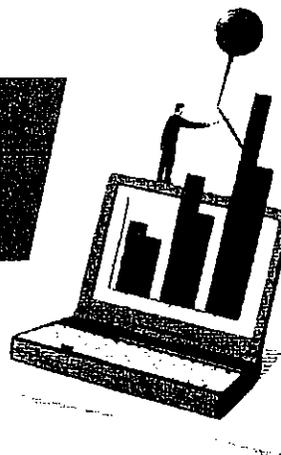
Equal products may be considered provided they meet the same form, fit, function and quality of the original products(s) specified. The bidder shall submit, at least 20 days prior to bid due date, the brand, model, part number, MSDS, test results and documentation that can substantiate that the "Equal Products are acceptable. These must include detailed documentation of test results showing successful use in a similar size transit agency with a like route structure that included intercity routes with steep hills and highway routes. An initial determination if the products are acceptable will be complete at least 10 days prior to bid opening. Any samples shall be provided to King County at no charge. These products shall not void any warranty. The bidder shall be responsible for correcting any direct and consequential damage to equipment caused by their products.

King County retains the sole right to accept or reject "Equal Products" that are bid.

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.

Petro-Canada TechData



HEAVY DUTY SYNTHETIC BLEND AUTOMATIC TRANSMISSION FLUID

Introduction

Petro-Canada HEAVY DUTY SYNTHETIC BLEND Automatic Transmission Fluid is specially formulated to perform under the demanding severe service operating conditions found in heavy duty transmission systems. It is designed for use in commercial applications where a Severe Duty and Extended Drain Interval fluid is specified. HEAVY DUTY SYNTHETIC BLEND ATF is fully approved for extended drain application in Voith and ZF commercial transmissions. Field testing has also confirmed it is suitable for use in extended drain application in Allison commercial transmissions. Its enhanced thermal and oxidative stability together with its improved high and low temperature properties offer excellent performance in a wide range of transmissions. HEAVY DUTY SYNTHETIC BLEND ATF starts with the patented HT purity process to produce 99.9% pure, crystal clear PURITY™ and VHVI Base oils. By removing the impurities that hinder the performance of competitive conventional ATF fluids, HEAVY DUTY SYNTHETIC BLEND ATF retains its fresh oil properties longer resulting in superior product performance. HEAVY DUTY SYNTHETIC BLEND ATF is formulated with a combination of PURITY™ and VHVI Base Oils and a leading-edge additive system.

Features and Benefits

- **Outstanding resistance to oxidative and thermal breakdown**
 - Prevents corrosion and the formation of harmful sludge and deposits. Keeps transmissions clean & properly functional
 - Suitable for severe service & extended drain
- **Exceptional low / high temperature fluidity**
 - Delivers quick lubrication of transmission components in cold weather
 - Maintains desired viscosity & oil film strength in high temperature operation
 - Earlier drive away and smooth gear shifting during low temperature operation
 - Extends clutch life
 - Efficient heat removal from clutch surfaces
 - Excellent high and low temperature properties

- **Excellent anti-wear protection**
 - Reduces wear on bearings, bushings and gears
 - Suitable for heavy loading & high operating temperature
 - Protects clutches from glazing
- **Stable friction properties**
 - High torque capacity avoids clutch slippage & wear
 - Maintains transmission efficiency & fuel economy
 - Suitable for stop-start severe service
 - Excellent shift quality throughout service life
 - Prevents clutch shudder in modulated torque converters
 - Clutch plates and bands last longer
- **Compatible with all transmission seal materials**
 - Helps maintain seal integrity

Applications

Petro-Canada HEAVY DUTY SYNTHETIC BLEND ATF is suitable for use in heavy duty fleets for up to 50,000 miles in severe service and 100,000 miles in normal service as defined by the OEM Guidelines.

- Approved for: Voith (Voith G1363) and ZF (ZF TE-ML 14B) extended drain applications and Allison C-4.
- Suitable for use where Allison TES-295, Caterpillar TO-2 or MERCON®-V is recommended.
- Also approved for ZF TE-ML 02F, 03D, 04D, 16L, and 17C.
- May also be used in automatic transmissions where a fluid meeting the former DEXRON®-IIIH, -IIIG, -IIE, or -II specification was recommended. GM recommends the use of DEXRON®-VI for all GM automatic transmissions.

It can also be used as a hydraulic or power steering fluid.

What is the HT difference?

Petro-Canada starts with the patented HT purity process to produce water-white, 99.9% pure base oils. The result is a range of lubricants, specialty fluids and greases that deliver maximum performance for our customers.



Typical Performance Data

PROPERTY	TEST METHOD	HEAVY DUTY SYNTHETIC BLEND ATF
Density, kg/l @ 15°C (60°F)	ASTM D4052	0.854
Colour	Visual	Red
Flash Point, °C (°F)	ASTM D92	186 (367)
Pour Point, °C (°F)	ASTM D97	-49 (-56)
Viscosity, cSt @ 40°C (SUS @ 100°F) cSt @ 100°C (SUS @ 210°F)	ASTM D445	34.0 (171) 7.6 (51.3)
Viscosity Index	D2270	200
Brookfield Viscosity, cP @ -40°C (-40°F)	ASTM D2983	10,500
Qualification Numbers		
Ford	-	MERCON®-V M5970801
Allison	-	C4-29493700
ZF	-	ZF TE-ML 14B
Voith Turbo		55.6336.3x (G1363)
Product Identification Code		PCHDATF
Available Package Size		Bulk, 205L Drum, 20L Pail

The values quoted above are typical of normal production. They do not constitute a specification.

Health and Safety

To obtain Material Safety Data Sheet (MSDS), contact one of Petro-Canada's TechData Info Lines.

TechData Info Lines

If you would like to know more about Petro-Canada's DUTY SYNTHETIC BLEND ATF, or any other product in our complete line of quality lubricants, please contact us at:

Lubricants Head Office
Petro-Canada Lubricants Inc.
2310 Lakeshore Road West
Mississauga, Ontario
Canada L5J 1K2



Canada - West Phone 1-800-661-1199
 - East (English) Phone 1-800-268-5850
 (French) Phone 1-800-576-1686
 Other Areas Phone (416) 730-2408
 E-mail lubecsr@suncor.com
 Website lubricants.petro-canada.ca

Petro-Canada Europe Lubricants
The Manor, Haseley Business Centre
Warwick, Warwickshire
CV35 7LS United Kingdom

Phone +44 (0) 2476-247294
 Fax +44 (0) 2476-247295
 UK Website www.petro-canada.co.uk
 German Website www.petro-canada.de

Petro-Canada America Lubricants
980 North Michigan Avenue
Suite 1400, #1431
Chicago, Illinois
USA 60611

Phone 1-888-284-4572
 Fax 1-708-246-8994
 E-mail email@petro-canadaamerica.com

Petro-Canada Asia Pacific Holding Company Ltd.
Jia Shi Lubricants Trading (Shanghai) Co. Ltd.
1908 World Trade Tower
500 Guangdong Road, Huangpu District
Shanghai, China 200001

Phone +86-21-6362-0066
 Fax +86-21-6362-0536
 E-mail asiapacific@suncor.com
 Website www.petrocanada.cn

IM-7982E (11.04)

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Beyond today's standards.



Material Safety Data Sheet

PC HEAVY DUTY SYNTHETIC BLEND AUTOMATIC TRANSMISSION FLUID



1. Product and company identification

Product name : PC HEAVY DUTY SYNTHETIC BLEND AUTOMATIC TRANSMISSION FLUID
Code : PCHDATF, 460-859
Material uses : A heavy duty synthetic blend automatic transmission fluid for use in commercial service in a variety of automatic transmission makes and as a hydraulic and power steering fluid for mobile equipment.
Manufacturer : PETRO-CANADA
P.O. Box 2844
150 – 6th Avenue South-West
Calgary, Alberta
T2P 3E3
In case of emergency : Petro-Canada: 403-296-3000
Canutec Transportation:
613-996-6666
Poison Control Centre: Consult local telephone directory for emergency number(s).

2. Hazards identification

Physical state : Viscous liquid.
Odour : No odour or slight petroleum oil like.
WHMIS (Canada) : Not controlled under WHMIS (Canada).
OSHA/HCS status : While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this MSDS contains valuable information critical to the safe handling and proper use of the product. This MSDS should be retained and available for employees and other users of this product.
Emergency overview : No specific hazard.
Routes of entry : Dermal contact. Eye contact. Inhalation. Ingestion.
Potential acute health effects
Inhalation : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.
Skin : Slightly irritating to the skin.
Eyes : Slightly irritating to the eyes.
Potential chronic health effects
Chronic effects : No known significant effects or critical hazards.
Carcinogenicity : Not listed as carcinogenic by OSHA, NTP or IARC.
Mutagenicity : No known significant effects or critical hazards.
Teratogenicity : No known significant effects or critical hazards.
Developmental effects : No known significant effects or critical hazards.
Fertility effects : No known significant effects or critical hazards.
Medical conditions aggravated by over-exposure : Repeated or prolonged contact with spray or mist may produce chronic eye irritation and severe skin irritation. Repeated skin exposure can produce local skin destruction or dermatitis.
See toxicological information (section 11)

3. Composition/information on ingredients

<u>Name</u>	<u>CAS number</u>	<u>%</u>
Mixture of severely hydrotreated and hydrocracked base oil (petroleum).	Mixture	-

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

3. Composition/information on ingredients

The base oil may be a mixture of the following CAS#s: 8042-47-5, 64742-46-7, 64742-47-8, 64742-53-6, 64742-54-7, 64742-55-8, 72623-84-8, 72623-85-9, 72623-86-0, 72623-87-1, 178603-64-0, 178603-65-1, 178603-66-2, 445411-73-4

4. First-aid measures

- Eye contact** : Check for and remove any contact lenses. Immediately flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical attention immediately.
- Skin contact** : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash skin thoroughly with soap and water or use recognised skin cleanser. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention immediately.
- Inhalation** : Move exposed person to fresh air. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. Get medical attention immediately.
- Ingestion** : Wash out mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.
- Notes to physician** : No specific treatment. Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

5. Fire-fighting measures

- Flammability of the product** : May be combustible at high temperature.
- Extinguishing media**
- Suitable** : Use an extinguishing agent suitable for the surrounding fire.
- Not suitable** : None known.
- Special exposure hazards** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.
- Products of combustion** : Carbon oxides (CO, CO₂), nitrogen oxides (NO_x), smoke and irritating vapours as products of incomplete combustion.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.
- Special remarks on fire hazards** : Low fire hazard. This material must be heated before ignition will occur.
- Special remarks on explosion hazards** : Do not pressurise, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.

6. Accidental release measures

- Personal precautions** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilt material. Avoid breathing vapour or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment (see section 8).
- Environmental precautions** : Avoid dispersal of spilt material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).
- Methods for cleaning up**
- Small spill** : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble or absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

6 . Accidental release measures

- Large spill** : Stop leak if without risk. Move containers from spill area. Approach the release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spill product. Note: see section 1 for emergency contact information and section 13 for waste disposal.

7 . Handling and storage

- Handling** : Put on appropriate personal protective equipment (see section 8). Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Do not ingest. Avoid contact with eyes, skin and clothing. Avoid breathing vapour or mist. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Storage** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabelled containers. Use appropriate containment to avoid environmental contamination.

8 . Exposure controls/personal protection

Ingredient	Exposure limits
Mixture of severely hydrotreated and hydrocracked base oil (petroleum).	ACGIH TLV (United States). Notes: (oil mist) TWA: 5 mg/m ³ 8 hour(s). STEL: 10 mg/m ³ 15 minute(s).

Consult local authorities for acceptable exposure limits.

- Recommended monitoring procedures** : If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment.
- Engineering measures** : No special ventilation requirements. Good general ventilation should be sufficient to control worker exposure to airborne contaminants. If this product contains ingredients with exposure limits, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure below any recommended or statutory limits.
- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal protection

- Respiratory** : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. Recommended: organic vapour filter
- Hands** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary.
Recommended: neoprene, nitrile, polyvinyl alcohol (PVA), Viton.
- Eyes** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists or dusts.

8 . Exposure controls/personal protection

- Skin** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

9 . Physical and chemical properties

- Physical state** : Viscous liquid.
- Flash point** : Closed cup: 160°C (320°F) [Pensky-Martens.]
Open cup: 189°C (372.2°F) [Cleveland.]
- Auto-ignition temperature** : Fire Point: 212°C (413.6°F)
- Flammable limits** : Not available.
- Colour** : Dark red.
- Odour** : No odour or slight petroleum oil like.
- Odour threshold** : Not available.
- pH** : Not available.
- Boiling/condensation point** : Not available.
- Melting/freezing point** : Not available.
- Relative density** : 0.8544 kg/L @ 15°C (59°F)
- Vapour pressure** : Not available.
- Vapour density** : Not available.
- Volatility** : Not available.
- Evaporation rate** : Not available.
- Viscosity** : 34.3 cSt @ 40°C (104°F), 7.8 cSt @ 100°C (212°), VI=208
- Pour Point** : -45°C (-49°F)
- Solubility** : Insoluble in water.

10 . Stability and reactivity

- Chemical stability** : The product is stable.
- Hazardous polymerisation** : Under normal conditions of storage and use, hazardous polymerisation will not occur.
- Materials to avoid** : Reactive with oxidising agents, reducing agents and acids.
- Hazardous decomposition products** : May release COx, NOx, smoke and irritating vapours when heated to decomposition.

11 . Toxicological information

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Mixture of severely hydrotreated and hydrocracked base oil (petroleum).	LD50 Dermal	Rabbit	>2000 mg/kg	-
	LD50 Oral	Rat	>5000 mg/kg	-
	LC50 Inhalation Dusts and mists	Rat	>2500 mg/m ³	4 hours

Conclusion/Summary : Not available.

Chronic toxicity

Conclusion/Summary : Not available.

Irritation/Corrosion

Conclusion/Summary : Not available.

Sensitiser

11 . Toxicological information

Conclusion/Summary : Not available.

Carcinogenicity

Conclusion/Summary : Not available.

Mutagenicity

Conclusion/Summary : Not available.

Teratogenicity

Conclusion/Summary : Not available.

Reproductive toxicity

Conclusion/Summary : Not available.

12 . Ecological information

Environmental effects : No known significant effects or critical hazards.

Aquatic ecotoxicity

Conclusion/Summary : Not available.

Biodegradability

Conclusion/Summary : Not available.

Other adverse effects : No known significant effects or critical hazards.

13 . Disposal considerations

Waste disposal : The generation of waste should be avoided or minimised wherever possible. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe way. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Avoid dispersal of spill material and runoff and contact with soil, waterways, drains and sewers.

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees.

14 . Transport information

Regulatory information	UN number	Proper shipping name	Classes	PG*	Label	Additional information
TDG Classification	Not regulated.	-	-	-		-
DOT Classification	Not available.	Not available.	Not available.	-		-

PG* : Packing group

15 . Regulatory information**United States**

HCS Classification : Not regulated.

Canada

WHMIS (Canada) : Not controlled under WHMIS (Canada).

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the MSDS contains all the information required by the Controlled Products Regulations.

EU regulations

Risk phrases : R52/53- Harmful to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

International regulations

15 . Regulatory information

- Canada inventory : All components are listed or exempted.
 United States inventory : All components are listed or exempted.
 (TSCA 8b)
 Europe inventory : All components are listed or exempted.

16 . Other information

Hazardous Material Information System (U.S.A.)	Health	1
	Flammability	1
	Physical Hazards	0
	Personal protection	B

National Fire Protection Association (U.S.A.) :



References : Available upon request.
TM/MC Marque de commerce de Petro-Canada - Trademark

Date of printing : 5/27/2009.
 Date of issue : 27 May 2009

Date of previous issue : No previous validation.

Responsible name : Product Safety - JDW

Indicates information that has changed from previously issued version.

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Internet: lubricants.petro-canada.ca/msds

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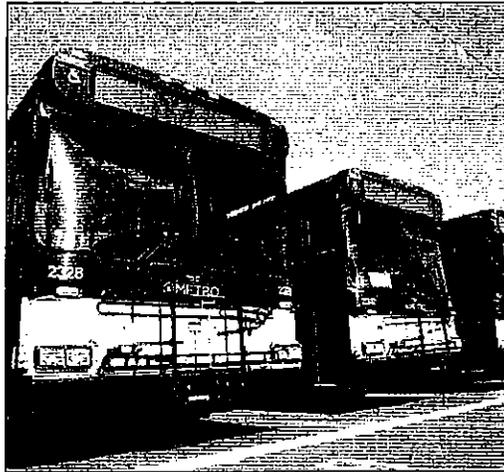
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Petro-Canada Heavy Duty Synthetic Blend ATF Saves \$100,000 for Metro Transit Equipped with Allison Transmissions



Operating efficiently is critical for all metropolitan public transit systems. This is no less important for the operators of King County Metro Transit in Seattle, Washington. With 1326 active coaches, carrying 100 million riders, traveling 45 million miles (72 million km) per year funded by public tax dollars, grants and rider fares, the responsibility of the maintenance department to keep buses running and costs in check is significant.



King County Metro Transit's Manager of Vehicle Maintenance, Jim Boon, wanted to find a way to extend oil drain intervals and, if possible, to save funds and still keep coaches fully available for service.

Doug Daniels, Supervisor of Vehicle Maintenance for King County Metro Transit, has found a way to do both of these things when maintaining the fleet of coaches at King County equipped with Allison WT, Renk and ZF transmissions.

In 1999, Allison informed their customers that all Allison WT transmissions in severe duty service would require transmission fluid and filter change intervals of 12,000 miles (19,300 km). Prior to this, King County Metro Transit had been running on 36,000 mile (57,900 km) intervals.

"That's a considerable cost increase when you're changing fluid out at one mileage and suddenly you've got three times the number of fluid changes to do," says Daniels. "There's considerable cost when you look at the fluid, labour and downtime associated with changing fluid."

After looking at full synthetic transmission fluids that were priced more than 12 times higher than the conventional fluid he was currently using, Doug Daniels decided to investigate his options to source a transmission fluid that would give him extended drain intervals and would allow him to continue his current maintenance regimen at a lower cost.

"We started talking with several different oil companies and engineers that we've worked with in the past," explains Daniels. "We told them that we wanted a transmission fluid that could guarantee us a 36,000 mile change interval."

Eventually King County Metro Transit accepted bids from several lubricant manufacturers, including Petro-Canada, and put their products to the test.

"Petro-Canada was a successful bidder and we told them that we'd go ahead and set up the test to see if we could make it to 36,000 miles and anything over 36,000 miles was going to be a plus for them and us too," says Daniels. "In this particular case they brought us Petro-Canada Heavy Duty Synthetic Blend ATF. Since it's not a full synthetic, but a synthetic blend product, we could buy it for less than half the price of what we were going to pay for a full synthetic product. That's incentive in itself. We thought it would be great if it got us back to our original 36,000 mile change intervals at half the cost."

However, as the tests progressed, Petro-Canada Heavy Duty Synthetic Blend ATF exceeded their expectations. It soon passed the 36,000 mile mark with no sign of increased wear metals, significant change in viscosity, or breakdown of the additive package due to fluid degradation. In fact, many of the buses being tested have now traveled more than 75,000 miles (120,000 km). As a result of this, the decision has been made to put all of the Allison WT and other transmissions on a 72,000 mile (115,200 km) oil change interval, which falls inline with Metro's current preventative maintenance inspection program.



In addition, Daniels found out that the 100 buses they are currently purchasing with Voith transmissions have already been approved for 72,000 mile oil drain intervals with Petro-Canada Heavy Duty Synthetic Blend ATF. That has Jim Boon and Doug Daniels both smiling.

"With Petro-Canada Heavy Duty Synthetic Blend ATF, we can go twice as far as we could go with our previous fluid at half the cost of a full synthetic fluid," says Daniels. "We are also able to have all of our fleets on the same oil change interval. And because Petro-Canada Heavy Duty Synthetic Blend ATF is a DEXRON®-III / MERCON® / MERCON®-V approved fluid, we can use it in our power steering and wheelchair lift systems on our coaches, which helps us consolidate our inventory and saves a lot of confusion with the maintenance crews."

Although Daniels found that a full synthetic ATF would last for 100,000 miles (160,000 km), the cost benefit analysis showed him that the cost savings associated with the use of a synthetic blend fluid made much more sense.

"A lot of our cost benefit analysis is going to come back to the maintenance life of the component," explains Daniels. "If you have a component that's going to give you 150,000 miles (240,000 km) of life, it makes more sense to use a synthetic blend product like Petro-Canada Heavy Duty Synthetic Blend ATF and do one mid-life oil change at 75,000 miles, and then run it out till it dies. Then you have used the fluid to its full life. If you use a much more expensive full synthetic that's going to get you to a 100,000 mile oil change interval, you won't get your value out of that fluid, because when you lose the transmission, your fluid will still have 50,000 miles (80,000 km) of life left. You'd be losing a lot of dollars."

"I think coming out with some of these synthetic blends in addition to the full synthetics is giving maintenance people more options to explore with their maintenance programs," Daniels continues. "They can really dial the oil in for what they need to do for their particular preventive maintenance programs to extend equipment life and be cost effective."

As Daniels can attest, analyzing each aspect of his maintenance regimen is key to getting the most efficient and cost effective performance from King County Metro's fleet.

"One of the biggest factors in maintenance today is being able to find ways to cut costs through things like extended oil drain intervals," says Daniels. "That's probably the biggest motivator to look at new products or methods."

Since switching to Petro-Canada Heavy Duty Synthetic Blend ATF, Daniels says King County Metro Transit has experienced significant cost savings in labour and materials.

"It starts to save substantial dollars when you start figuring that we used to do three or four oil changes, plus the filters and labour, where we are now doing only one oil change in the life of a transmission," Daniels explains. "We were able to save over US\$100,000 the first year after switching to Petro-Canada from the other fluid that we were using. Those savings will continue as long as we can continue on this program."

If you would like to know more, please contact us at:

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Beyond today's standards*



What Customers Are Saying...

Petro-Canada Lubricants at Work



“The synthetic blend performed as well as a full synthetic and we haven’t seen any indication of higher clutch wear or problems with shifting performance.”

– Bruce Hill, Maintenance Planning Supervisor, St. John’s Transportation Commission

THE CUSTOMER:

**St. John’s
Transportation
Commission
St. John’s
Newfoundland
Canada**

Transit company
reduces labour costs
and transmission wear
with **HEAVY DUTY
SYNTHETIC BLEND ATF.**

*“I estimate cost savings
to be between \$500
and \$600 Cdn per unit.”*

– Bruce Hill

The St. John’s Transportation Commission has a fleet of 54 buses with automatic transmissions. Their territory includes the city of St. John’s, Newfoundland and Labrador and the nearby Mount Pearl area. The Commission must show that it is keeping costs under control, and to the 3.5 million riders who travel more than 2.5 million kilometres (1.25 million miles) annually, it must demonstrate that it is operating an efficient and reliable service.

Ask Bruce Hill, the transportation commission’s Maintenance Planning Supervisor. Hill must ensure that the fleet is running smoothly and in a cost-effective manner. He is responsible for the general planning of the entire maintenance department, which includes ordering parts and supplies, and testing products.

The Challenge

Hill ran into a problem a couple of years ago. At a conference in 2001, he learned that the transmission clutches were wearing on coaches with Allison

B400 transmissions. And the product he was using entailed draining the oil and transmission every 18,000 kilometres (12,000 miles).

“It was recommended that we use a

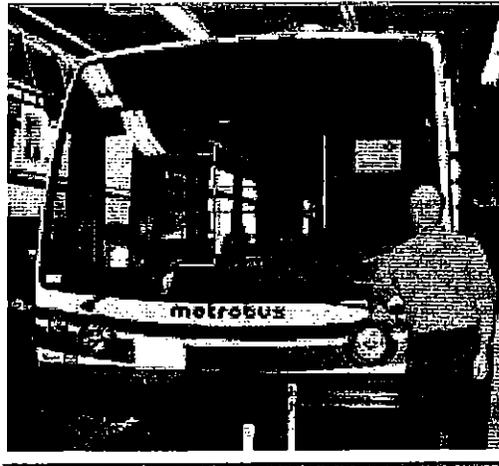
synthetic oil,” he said, “so I figured why not give it a try? With the fluid we were using, we saw aluminum and iron wear metals.”

After talking to a sales representative, Hill decided to include Petro-Canada’s Heavy Duty Synthetic Blend ATF in a field test. He ran three different synthetic fluids on six buses in the trial, which began

in November 2002. He took an oil sample every 9,000 kilometres (6,000 miles) for fluid analysis.

Cost-effective Results

“We didn’t know what to expect,” he said, “but the results speak for themselves. The Petro-Canada Heavy Duty Synthetic Blend was always coming back with a positive report. The synthetic blend performed as well as a full synthetic and we haven’t



Because of the successful results in the field trial, Bruce Hill has changed the six Allison B400 coaches over to the Petro-Canada Heavy Duty Synthetic Blend ATF.



seen any indication of higher clutch wear or problems with shifting performance.”

He also found that the fluid wasn't breaking down as much, providing an increase in productivity. He estimates cost savings to be between \$500 and \$600 Cdn per unit. In addition, he is pleased how the fluid operates in a wide range of temperatures, from -32° to -35° C (-25° to -30° F) in the winter to over 27° C (80° F) in the summer.

Petro-Canada's Heavy Duty Synthetic Blend ATF exceeded his expectations in the trial. Even after going over 90,000 kilometres (56,000 miles), he did not need to change the oil or oil filters (about \$100 Cdn per litre).

“Usually, it is recommended that synthetic oils be changed at the 75,000 km (47,000 mile) mark,” he said. “But we had another oil analysis done on it once we hit that mark, and everything was fine. There was no spike in the wear.”

Because of the successful results in the field trial, Hill has changed the six Allison B400 coaches over to the Petro-Canada Heavy Duty Synthetic Blend ATF. He is also using the fluid on two more buses with new Voith transmissions that were installed in October 2004.

“For anyone in the transit industry I would highly recommend this product,” he said. “It is working really well. It's cutting down on some of the wear in our transmissions and cost wise it's cheaper. We've had less repairs, less maintenance, less downtime and lower labour costs.”

And, as he explained, it is helping him meet the many challenges he faces to keep the commission's customers and stakeholders happy.

If you would like to know more, please contact us at:

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AUTOMATIC TRANSMISSION FLUIDS



PERFORMANCE BENEFITS

- Petro-Canada offers a full line of automatic transmission fluids that meet the latest performance credentials of the major car manufacturers.
- Offers outstanding wear protection to extend the life of automatic transmissions.
- Offers exceptional low temperature performance.

Automatic Transmission Fluids		
PRODUCT	PERFORMANCE FEATURES	CREDENTIALS
	<ul style="list-style-type: none"> • Delivers 2X the service life of DEXRON[®]-III (H) ATF fluids. • Offers enhanced performance in new and older General Motors transmissions. • Provides more consistent and responsive shift feel. • Extends life of transmission through improved oxidation resistance, wear protection and friction durability. 	<ul style="list-style-type: none"> • Meets GM's latest service fill specifications, GMN 10060. • GM recommends the use of DEXRON[®]-VI for all GM automatic transmissions including where the former DEXRON[®]-IIIH, -IIIG, -IIE, or -II specification was recommended. • Approved for Voith standard drain intervals.
	<ul style="list-style-type: none"> • Offers optimized shift efficiency, improved oxidation and shear stability for use in DaimlerChrysler automatic transmissions. • Extensively tested and approved by DaimlerChrysler for their material specification, MS-9602. 	<ul style="list-style-type: none"> • Meets current DaimlerChrysler ATF+4[®] service fill ATF specification. • Back-serviceable in transmissions where ATF+3[®] fluids or earlier versions were recommended.
	<ul style="list-style-type: none"> • Petro-Canada's best Multi-Vehicle ATF. • Advanced performance over conventional ATF fluids. • Improved oxidative resistance, wear protection and sheer stability. • Enhanced friction and anti-shudder durability. 	<ul style="list-style-type: none"> • Suitable for use in a wide range of North American, European and Asian vehicles. • Approved for Ford MERCON[®]-V. • Exceeds JASO 1A requirements.
	<ul style="list-style-type: none"> • Specially formulated for commercial and heavy duty transmission systems. • Outstanding resistance to oxidative and thermal breakdown. • Offers extended drain intervals and multiple heavy duty credentials. 	<ul style="list-style-type: none"> • Approved For: Voith (Voith G1363) and ZF (ZF TE-ML.14.8) extended drain applications, Allison C-4, and MERCON[®]-V. • Suitable for use where Allison TES-295 or Caterpillar TO-2 is recommended. • May also be used in automatic transmissions where a fluid meeting the former DEXRON[®]-IIIH, -IIIG, -IIE, or -II specification was recommended. GM recommends the use of DEXRON[®]-VI for all GM automatic transmissions. • May also be used as a hydraulic or power steering fluid.
	<ul style="list-style-type: none"> • Demonstrates outstanding oxidation and thermal stability, giving long service life under severe operating conditions. • Excellent low temperature protection and smoother shifting. 	<ul style="list-style-type: none"> • ATF D3M may be used in automatic transmissions where a fluid meeting the former DEXRON[®]-IIIH, -IIIG, -IIE, or -II specification was recommended. GM recommends the use of DEXRON[®]-VI for all GM automatic transmissions. Ford recommends only the use of MERCON[®]-V or MERCON[®]-SP service fluids in Ford automatic transmissions. • May also be used where the following specifications are recommended: Mercedes-Benz 236.1, Allison TES-389 and C-4, Caterpillar TO-2. • May also be used in hydraulic and power steering systems. • Meets requirements for Clark Powershift & Renke transmissions.

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