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

King County
Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services
CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104
206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
522052	0	1

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

CREATION DATE	BUYER
08-SEP-11	P Price
DATE OF REVISION	BUYER

VENDOR:
WALL & CEILING SUPPLY
9830 40TH AVE S.
SEATTLE,WA 98118

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

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	W02623	1%30days/Net30days	Paid	Destination	BEST WAY

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	*** FURNISH DRYWALL, GREEN BOARD, METAL WALL STUDS, METAL TRACKS, DRYWALL SCREWS, AND INSIDE DELIVERY AS REQUESTED BY AUTHORIZED KING COUNTY FMD PERSONNEL DURING THE PERIOD 09/12/2011 THROUGH 09/11/2016 IN ACCORDANCE WITH KC ITB# 1406-11-PAP AND RESPONDING BID OF WALL & CEILING SUPPLY COMPANY, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. ***					
	THIS PO#522052 WILL REPLACE PO# B23447B ON 01/01/2012. ALL INVOICES MUST REFLECT PO# 522052 WHEN SUBMITTING FOR PAYMENT STARTING 01/01/2012.					
	Purchase Agreement Effective From: 12-AUG-11 To: 11-AUG-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

Authorized signature

King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services
CNK-ES-0340
401 Fifth Avenue, 3rd Floor
Seattle, WA 98104-1818
(206) 263-9400

PURCHASE ORDER

NO. B23447B

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

PURCHASE ORDER DATE	DELIVERY DATE	BID NUMBER	REQUISITION NUMBER
09/12/11		1406-11	F55954F

VENDOR NAME AND ADDRESS — VENDOR NO. 10231

WALL & CEILING SUPPLY COMPANY, INC.
9830 - 40TH AVE S
SEATTLE WA 98118

BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED

KEITH PURVES
KC FACILITIES MANAGEMENT DIVISION
500 4TH AVE. ROOM 800
M/S ADM-ES-0800
SEATTLE WA 98104

CONTACT TEL. NO.	TERMS	F.O.B. POINT	SHIP VIA
JOSEPH C YOUNG 206/723-7403		DESTINATION	BEST WAY

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM SUPPLY AGREEMENT STEEL STUDS, DRY WALL TERMS: *** FURNISH DRYWALL, GREEN BOARD, METAL WALL STUDS, METAL TRACKS, DRYWALL SCREWS, AND INSIDE DELIVERY AS REQUESTED BY AUTHORIZED KING COUNTY FMD PERSONNEL DURING THE PERIOD 09/12/2011 THROUGH 09/11/2016 IN ACCORDANCE WITH KC ITB# 1406-11-PAP AND RESPONDING BID OF WALL & CEILING SUPPLY COMPANY, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. *** *** THIS PURCHASE ORDER (PO) #B23447B EXPIRES ON 12/31/2011 AND PO# 522052 IS BEING ISSUED AS A REPLACEMENT/CONTINUATION PO WHICH BECOMES EFFECTIVE 01/01/2012. ALL INVOICES MUST REFLECT THE NEW PO# 522052 WHEN SUBMITTING FOR PAYMENT STARTING 01/01/2012. ALL TERMS & CONDITIONS OF THE SOLICITATION AND RESULTANT PO BEING REPLACED REMAIN UNCHANGED.		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK: ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT
	B23447B	0000	00000				

SUB TOTAL	
W.S.S.T	
FREIGHT	
TOTAL	

P.I.R.	AFF	A.A.W.	M.W.B.W.
1107	1107		

BUC 010-1-H1 (Rev 7/00)

BUYER PAUL PRICE BY

NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.

PURCHASING MANAGER W.L. KELLER BY

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

VENDOR

Invitation to Bid

King County

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

ADVERTISED DATE: **AUGUST 02, 2011**

Invitation to Bid (ITB) Title: Ceiling Tile & Accessories, Drywall, & Metal Studs

ITB Number: 1406-11-PAP

Due Date: August 25, 2011 - 2:00 p.m. Pacific Time

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

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

Furnish Armstrong & Chicago brand Ceiling Tile & Accessories, Drywall, & Metal Wall Studs as requested by King County Facilities Management Division personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE FOR SCHEDULE I: $ N/A

SCHEDULE II: $ N/A

SCHEDULE III: $ 4237.70

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

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that 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: WALL & CEILING SUPPLY CO. INC.

Address: 9830 40TH AVE SOUTH

City/State /Postal Code: SEATTLE, WA 98118

Signature: Joseph C Young

Print name and title: JOSEPH C YOUNG PRES.

Email: JOE@WALLCEILING.COM

Phone 206 723-7404

Fax 206 725 4949

SCS/DBE Certification Number

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

SECTION 1 Instruction To Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods 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 one (1) copy 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 seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

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

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

1.9 Examination of Bid Documents

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

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No

claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

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

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at http://www.kingcounty.gov/BDCC or contacting the Program office at 206-263-9734.

2.5 Substitutions

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

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

2.6 Forms Required Before Contract Award

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

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

*If not on file with the County

2.7 Rejection of Bids

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

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

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation

requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

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

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

2.10 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in County needs; extend the contract to include optional terms.

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

3.3 Invoices and Payment

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

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving

a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

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

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

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

3.10 Indemnification and Hold Harmless

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.

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

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

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

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age

except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

C. Equal Benefits To Employees With Domestic Partners - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at $25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

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

D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal

opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at http://www.kingcounty.gov/bdcc.

G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

3.21 Non-Waiver of Breach

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

3.22 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout

the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.24 Incorporation of Documents

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

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately $25,000. 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 Price Revisions

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

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

4.6 Shipping Charges

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

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 Pricing of Spare Parts

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

4.12 Product Return

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

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than 2 years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies.

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County. This subsection does not apply to any merchandise made to order for the County.

4.13 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.

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

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

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

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

4.15 Independent Status of Contractor

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

4.16 Prohibition on Asbestos-Containing Products

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

4.17 Insurance Requirements

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

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

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

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

Employers Liability Stop Gap: $1,000,000

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

4.18 Prevailing Wages

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

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

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

SECTION 5 Technical Specifications

5.1 Overview of King County

King County is a multi-purpose government with approximately 13,000 employees. Located in Washington State and covering more than 2,200 square miles between Puget Sound and the Cascade mountain range, King County is nearly twice as large as the average county in the United States. With more than 1.9 million people, King County ranks as the 14th most populous county in the nation.

King County provides regional services to all residents of the county, including people who live in cities. These include courts and related legal services, public health services, the county jail, records and elections, marriage and pet licensing, property tax appraisals, regional parks and facilities, King County International Airport (Boeing Field), public transit, and sewage disposal.

In unincorporated communities, King County provides the services listed above and many local services, including land-use regulation, building permits, police protection, roads and local parks. Other local services in unincorporated communities are provided by fire, water, library and hospital districts which operate independently of county government. The King County government is composed of three major branches: Executive, Judicial and Legislative.

5.2 Introduction of Specifications

A. King County has an occasional on-going need for ceiling tiles, drywall, metal wall studs and related accessories. Sometimes the items are delivered/shipped to County locations and sometimes County staff will pick-up (will call).

B. The items on Attachment A, Pricing Sheet are a sample listing of high usage items. The percent discount offered for these items shall be consistent for all other related items purchased under this contract.

C. No installation is required with this contract.

5.3 Ordering

A. Authorized County staff may place orders via telephone, email, fax, online, or in person at Bidder's retail location(s). Upon receiving an order from the County, the Bidder shall within twenty four (24) hours excluding weekends and County observed holidays, confirm receipt of order to County. Order confirmation will be done verbally via phone, or in writing via fax or email, whichever County staff request at time of order placement.

B. The Bidder will have one or two designated account specialists. This person will be familiar with the contract and be able to provide contract pricing. Prior to award of contract, the County will ask for account specialist's name, phone number, fax number, email address, and retail location they work at.

5.4 Delivery

A. County anticipates some orders will require shipping/delivery to numerous County locations, some will be picked up at the vendors retail location(s) (will call), some will be walk in purchases, and a few will require inside delivery (stair stock) with in a building. Deliveries other then stair stock will be to the facilities loading dock.

B. Delivery is required as soon as possible after receipt of order and no later than five (5) days excluding weekends and County observed Holidays.

C. Delivery is FOB destination to all County locations. Most locations are in Seattle, Renton, or Kent city limits.

D. Free delivery (FOB Destination) applies to order over $200 before tax. Orders under $200 before tax allow the Contractor to charge their standard shipping or delivery charge.

E. It is anticipated that two (2) projects of an emergency nature will develop annually which will in turn require the pick-up or delivery of supplies on very short notice.

F. Occasionally the County will require Drywall to be delivered inside a building (stair stock). The Contractor will be notified of this special delivery requirement at the time of order and shall charge the rate on Attachment A, Pricing Sheet, Schedule III, Item 25.

5.5 Retail Locations

Bidder shall submit with their bid, a list of their retail location(s) in King County and bordering neighborhoods. Include hours of operation, phone, email address, and fax numbers. Bidders shall have at least one (1) retail location physically located in King County to be considered for this contract. This is required for will call and walk in purchases.

5.6 Billing Address

All County Agencies and Departments may use this contract and billing address will be specified at time of order. Contractor may set-up sub-accounts for County Agency users.

5.7 Other Related Items

Any purchase order resulting from this ITB may be expanded to cover related items provided that such products are normally furnished by the Contractor and are similar in nature. Contractor shall agree to provide related products using the same pricing structure as the items covered by this ITB in Attachment A Pricing Sheet.

5.8 Brand Name or Equal

A. 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 products in the invitation to bid.

1. Proposed equals shall match OEM color, size, finish, texture, material, and thickness.
2. Proposed equal products shall have the same service lifetime as original equipment manufacturer.
3. The ceiling tile products are OEM replacements and shall fit in an existing system of the same brand.

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

B. Equal Products may be considered provided they meet the same form, fit, function and quality of the original product(s) specified. The bidder shall submit, at least 10 days prior to bid due date, the brand, model, part number, MSDS, test results and any other documentation that can substantiate that the "Equal Products" are acceptable. An initial determination if the product is acceptable will be complete at least 5 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 any direct and consequential damage to equipment caused by their products.

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

D. Equal brands/products shall be submitted to the County directly to the Buyer via email, fax, mail or hand delivery prior to the due date detailed in Section 6.2.

E. If Bidder is proposing equal brands, they must provide technical documentation showing how the proposed item conforms to the fit requirement.

F. Bids submitted offering equal products that were not approved as described in Section 5.8(B) above will be rejected by the County.

SECTION 6 Bid Response

6.1 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 County intends to award, by schedule, to the lowest, responsible, responsive bidder. The County also reserves the right to award to a Secondary Contractor per schedule to ensure multiple retail locations are closest to County facilities.

6.2 Important dates

ITB is advertised: .....August 02, 2011

Submission of Equal Products/Brands due: .....August 15, 2011 at 2:00 PM

Questions due: .....August 18, 2011 at 2:00 PM

ITB due date:.....August 25, 2011 at 2:00 PM

6.3 Prompt Pay Discount

Prompt payment discounts offered by Bidders 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:

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

Prompt pay discount offered ___1___ **% -** BY 10TH _____ **Days, Net** 30

If no discount is offered, then the County's standard payment terms are Net 30 days.

6.4 Pricing

A. Attachment A, Pricing Sheet shall be completed and submitted with bid.

B. The ceiling tile items are Armstrong or Chicago brand (or equal) and the brands for the other items are not specified. Enter the Manufacturer name and part number below each line item for proposed equals.

C. The schedules on the price sheet are a sample listing of high usage items. The percent discount offered for these items shall be consistent for all other related items purchased under this contract.

D. Bidders shall provide the manufacturer's list price, percent discount off the list price, unit price, and the total price. Enter 0% in the discount percentage space if offering no discount.

6.5 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods, 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. **Reference must be submitted with bid.**

Company Name: SK CONST INC
Company Address: 12901 - 4TH DRIVE S.E. EVERETT, WA 98208
Company Phone: 1-425-337-6645
Contact Person: STEVE
Dates: OPEN

Company Name: UNIMARK CONST. GROUP LLC
Company Address: 1221 - 4TH AVE. SEATTLE, WA 98101
Company Phone: 206-628-5110
Contact Person:
Dates: OPEN

Company Name: CLISE AGENCY
Company Address: 1700 - 7TH AVE SEATTLE WA 98101
Company Phone: 206-623-7500
Contact Person: FRANK
Dates: OPEN

Company Name: VA HOSPITAL
Company Address: AUSTIN, TX
Company Phone: 206-277-4773
Contact Person: LARRY
Dates: OPEN

ATTACHMENT A - PRICING SHEET

Estimated quantities and usage are for bid evaluation purposes only and reflects the annual estimated usage.

Contract pricing is based on a Discount off the published Catalog price or Manufacturer's Suggested List price. To ensure equivalence, the base price for schedule 1 shall be the current published Catalog Price or Manufacturer's Suggested List Price (MSLP), if applicable. Using that as a basis, fill in the Catalog Price or MSLP, the Discount Percentage (if any) offered and the Unit Price. The Unit Price is calculated by multiplying the Catalog Price or MSLP times the Discount Percentage (if any) and subtracting this amount from the MSLP. Extend the total by multiplying the Estimated Quantity times the Unit Price for each line item below.

The pricing sheet provides a representative list of the items to be purchased under the Contract. Other related items may also be purchased under this Contract. The discount percentage offered for the listed items shall be consistent for all other related items purchased under this Contract. Bidders shall bid all line items in all schedules to be considered responsive. Bidders failing to complete all of the fields in all schedules may be deemed non-responsive. If no discount percentage is offered, enter 0% in the appropriate space.

Item No.	Estimated Annual Usage	Description	Unit of Measure	Catalog or List Price	% Discount Offered	Unit Price	Total Price
SCHEDULE I – CEILING TILE & RELATED ACCESSORIES (ARMSTRONG BRAND)							
1	500 SF	Armstrong #554, 12" x 12"	Square Foot	$ SF	%	$ SF	$
	Or Equal						
2	32,000 SF	Armstrong "Second Look" #2767B - 24" x 48" x ¾"	Square Foot	$ SF	%	$ SF	$
	Or Equal						
3	2,000 SF	Armstrong "Cortega" #703 24" x 48" x 5/8"	Square Foot	$ SF	%	$ SF	$
	Or Equal						
4	2,000 SF	Armstrong "Cortega" #769 24" x 48" x 5/8"	Square Foot	$ SF	%	$ SF	$
	Or Equal						
5	10,000 SF	Armstrong "Cortega Teg" #A704 - 24" x 24" x 5/8"	Square Foot	$ SF	%	$ SF	$
	Or Equal						
6	6,000 LF	4' Cross Tee, Part# XL7342	Lineal Foot	$ LF	%	$ LF	$

Item No.	Estimated Annual Usage	Description	Unit of Measure	Catalog or List Price	% Discount Offered	Unit Price	Total Price
	Or Equal						
7	3,000 LF	2' Cross Tee, Part# XL7328	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
8	2,000 LF	12' Main Runner, Part# A7301	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
9	2,000 LF	12' Wall Angle, Part # A7800	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
10	1,000 LF	10' Wall Angle Part # A7808 2" X 2"	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
	Add line items 1 – 10 and enter total for Schedule I here and onto Page one (1) of ITB						$
SCHEDULE II – CEILING TILE & RELATED ACCESSORIES (CHICAGO BRAND)							
Metallic Non-Rated							
11	4,000 LF	4' Cross Tee, Part #1210-01	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
12	2,000 LF	12' Main Runner, Part #211-011	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
13	1,000 LF	2' Cross Tee, Part #1226-01	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
14	2,000 LF	12' Wall Angle, Part #1420-01	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
Metallic – UL Fire Rated							
15	1,000 LF	4' Cross Tee FR, Part # 1254-01	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
16	600 LF	12' Main FR, Part #250-01	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						

Item No.	Estimated Annual Usage	Description	Unit of Measure	Catalog or List Price	% Discount Offered	Unit Price	Total Price
17	600 LF	2' LT FR, Part #1252-01	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
18	5,000 LF	Splay Wires for Seismic Bracing 12' 12 Gauge Hanger Wire	Lineal Foot	$ LF	%	$ LF	$
	Or Equal						
	Add line items 11 – 18 and enter total for Schedule II here and onto Page one (1) of ITB						

Item No.	Estimated Annual Usage	Description	Unit of Measure	Catalog or List Price	% Discount Offered	Unit Price	Total Price
SCHEDULE III – Drywall, Green Board, Screws, and Metal Wall Studs & Tracks							
Drywall							
19	50 Sheets	5/8" X 4' X 8'	Sheet	$ 9.60	20 %	$ 7.68	$ 384.00
20	50 Sheets	5/8" X 4' X 10'	Sheet	$ 12.00	20 %	$ 9.60	$ 480.00
Green Board							
21	25 Sheets	5/8" X 4' X 8"	Sheet	$ 12.80	20 %	$ 10.24	$ 256.00
Drywall Screws (26 pound boxes)							
22	3	#6 size X 1 – ¼"	Box	$ 56.00	10 %	$ 50.40	$ 151.20
23	3	#6 size X 1 – ¼" self tap	Box	$ 80.00	10 %	$ 72.00	$ 216.00
24	3	#6 size X 1 – 5/8"	Box	$ 45.00	10 %	$ 40.50	$ 121.50
Inside Delivery (Stair Stock) of Drywall							
25	5	When needed – inside delivery beyond normal free loading dock drop off.	Delivery	N/A	N/A	$ 125.00	$ 625.00
Metal Studs							
26	100	3 – ½" X 8' 25 Gauge	Stud	$ 3.36	15 %	$ 2.87	$ 287.00
27	100	3 – ½" X 10' 25 Gauge	Stud	$ 4.20	15 %	$ 3.57	$ 357.00
28	100	3 – ½" X 8' 20 Gauge	Stud	$ 5.12	20 %	$ 4.10	$ 410.00
29	100	3 – ½" X 10' 20 Gauge	Stud	$ 6.40	20 %	$ 5.12	$ 512.00
Metal Tracks							
30	50	3 – ½" X 10' 25 Gauge	Track	$ 4.20	15 %	$ 3.57	$ 178.50

Item No.	Estimated Annual Usage	Description	Unit of Measure	Catalog or List Price	% Discount Offered	Unit Price	Total Price
31	50	3 – ½" X 10' 20 Gauge	Track	$ 6.10	15 %	$ 5.19	$ 259.50
	Add line items 19 – 31 and enter total for Schedule III here and onto Page one (1) of ITB						$ 4237.70