



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:

MCKINSTRY COMPANY
5005 3RD AVE S
SEATTLE, WA 98134

SHIP TO

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

BILL TO

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

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
527620	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
21-OCT-11	M Schumacher	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	39478	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
ACCT REC (206) 762-3311	

JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>Furnish Plumbing Maintenance and Repair Services as requested by authorized King County Agencies, Departments and Divisions during the period October 21, 2011 through October 20, 2016, in accordance with King County ITB 1610-11-MZS and responding bid of McKinstry Company, both incorporated by reference as if fully set forth herein.</p> <p>This is not the authority for ordering specific goods and services. Individual standard purchase orders, with unique purchase order numbers, referencing this contract, will be issued that provide the authority for ordering.</p> <p>All invoices must reference the individual standard purchase order number, and not the contract agreement number, to avoid delay in payment.</p> <p>Purchase Agreement Effective From: 21-OCT-11 To: 20-OCT-16</p>						
		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

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Invoices: Invoices must reference the purchase order number.

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

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

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

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

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

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

Invitation to Bid



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

ADVERTISED DATE: SEPTEMBER 8, 2011

Invitation to Bid (ITB) Title: Plumbing, Maintenance and Repair Services

ITB Number: 1610-11-MZS

Due Date: September 22, 2011 - 2:00 p.m.

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

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

Furnish On-call Plumbing Repair Services in accordance with the attached instructions, requirements and specifications.

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

McKinstry Co., LLC

Address

5005 3rd AVE S

City/State /Postal Code

Seattle, WA 98134

Signature

Print name and title

Bill Teplicky - CFO

Email

matte@mckinstry.com

Phone

206-762-3311

Fax

206-762-2624

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

SECTION 1 Instruction To Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

The **original and 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.

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 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

2.5 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.

2.6 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.

2.7 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."

2.8 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

3.3 Invoices and Payment

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

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service

capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

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

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

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

3.10 Indemnification and Hold Harmless

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 acquire 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 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 approximately \$ 60,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 Contract Administrative Fee

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

4.4 Price Revisions

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 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.

4.6 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.

4.7 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.

4.8 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.

4.9 Health Insurance Portability and Accountability Act (HIPAA)

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

4.10 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**.

4.11 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.**

4.14 Prevailing Wages

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

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

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

SECTION 5 FEDERAL & STATE CONTRACTING PROVISIONS

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

5.1 Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subcontracts in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

5.3 Contract Work Hours and Safety Standards Act (40 U.S.C 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.4 Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.5 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contractors and subcontracts of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who are awarded contracts of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will 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 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5.7 Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1)

The Contractor must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

5.8 Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794)

The Contractor must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

5.9 Americans with Disabilities Act (42 U.S.C. 12101, et seq.)

The Contractor shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Contractor in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

5.10 The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58)

The Contractor shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of

Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Contractor must also submit environmental certifications to King County when requesting that funds be released for the project. The Contractor must certify that the proposed project will not significantly impact the environment and that the Contractor has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

5.11 Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961 et seq.)

The Contractor shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

The Contractor, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the Contractor may take into account economic, environmental and other pertinent factors.

5.12 Executive Order 11988, May 24, 1977: Floodplain Management (42 F.R. 26951 et seq)

The Contractor shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the Contractor proposes to conduct, support or allow an action to be located in a floodplain, the Contractor must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the Contractor must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

5.13 The Wild And Scenic Rivers Act of 1968, as Amended (16 U.S.C. 1271 et seq.)

The Contractor shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

5.14 Coastal Zone Management Act of 1972, as Amended (16 U.S.C. 1451 et seq.)

The Contractor shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

5.15 The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531 et seq.)

The Contractor shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.

5.16 The Reservoir Salvage Act of 1960, as Amended by the Archaeological and Historic Preservation Act Of 1974 (16 U.S.C. 469 et seq.)

Under the Reservoir Salvage Act, the Contractor must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the Contractor finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the Contractor must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

5.17 The Archaeological and Historical Data Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)

The Contractor shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

5.18 The Safe Drinking Water Act of 1974, as Amended (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349)

The Contractor must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.

5.19 The Federal Water Pollution Control Act of 1972, as Amended, Including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251 et seq.)

The Contractor must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.

5.20 The Solid Waste Disposal Act, as Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.)

The Contractor must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

5.21 The Fish and Wildlife Coordination Act of 1958, as Amended (16 U.S.C. Section 661 et seq.)

The Contractor must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.

5.22 Relocation Assistance and Real Property Acquisition Policy, Chapter 8.26 RCW

The Contractor shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

5.23 State Environmental Policy Act (SEPA), Chapter 43.21 (C) RCW

The Contractor shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.

5.24 Noise Control, Chapter 70.107 RCW

The Contractor shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

5.25 Shoreline Management Act of 1971, Chapter 90.58 RCW

The Contractor shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

5.26 State Building Code, Chapter 19.27 RCW; Energy Related Building Standards, Chapter 19.27A RCW; and Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW

The Contractor shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes.

The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

5.27 Open Public Meetings Act, Chapter 42.30 RCW

The Contractor shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

5.28 Law Against Discrimination, Chapter 49.60 RCW

The Contractor shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Agreement.

5.29 Governor's Executive Order 89-10, December 11, 1989: Protection Of Wetlands, and Governor's Executive Order 90-04, April 21, 1990: Protection of Wetlands

The Contractor shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

5.30 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 accepting 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.

SECTION 6 Technical Specifications

6.1 Introduction of Specifications

King County intends to award one (1) or more contracts based on geographical areas for plumbing maintenance and repair services for various facilities throughout King County which includes Vashon Island, Skykomish, and the Brightwater Treatment Plant located in Snohomish County. Agencies may request routine maintenance and repair service and/or emergency service, as required in addition to any scheduled periodic maintenance services as listed in Subsection 6.9.D.

6.2 Hours of Operation

A. Normal working hours (Excluding King County Roads)

1. 7:00 a.m. – 4:30 p.m. Pacific Time Monday through Friday.
2. King County Roads normal working hours are:
 - a. September through April Monday through Friday 7:00 a.m. – 3:30 p.m. Pacific Time; and
 - b. May through August Monday through Thursday 6:00 a.m. to 4:30 p.m. Pacific Time

There will be no access to any facility outside of normal working hours including holidays and weekends, without previous authorization by the designated County representative.

B. Overtime Hours

Occur after the normal working hours listed in Subsection 6.2.A above, Monday through Friday including Saturday, Sunday and Holidays. Overtime hours shall be authorized in writing by the designated County representative prior to the start of any work. Overtime hours shall be paid at the applicable rate bid in Subsection 7.4.

6.3 Site Locations

A. Roads

King County Roads has the following facilities requiring On-Call Plumbing Services listed below.

Contact information:

Justin Tannahill; Roads Facility Maintenance Engineer

Office: 206-205-9940

Cell: 206-793-9290

Location	Location
Renton Roads Maintenance Facility 155 Monroe Ave. NE Renton, WA 98056	Bruggers Bog Facility 19547 – 25 th Ave. NE Seattle, WA 98155

Location	Location
Star Lake Facility 26701 – 28 th Ave. S Kent, WA 98032	Cadman Facility 19101 NE Union Hill Rd. Redmond, WA 98052
Black Diamond Facility 10827 Auburn-Black Diamond Rd. Auburn, WA 98092	Issaquah Facility 23240 SE 74 th Issaquah, WA 98029
North Bend Facility 215 East Park St. North Bend, WA 98045	Skykomish Facility 74212 Old Cascade Hwy. Skykomish, WA 98288
Vashon Island Facility 10021 SW Cemetery Rd. Vashon, WA 98070	Fall City Facility 4341 Preston-Fall City Rd Fall City, WA 98024

B. King County International Airport (KCIA), Seattle, WA

Contact information:

Primary – Raleigh Salazar 206-296-7408

Secondary – Patricia Tonsgard 206-296-7390

Tertiary – Eric Gilbreath 206-296-7390

Location	Location
Ellis Building 6518 Ellis Ave S	Arrivals Building 7299 Perimeter RD S
NE T-Hangars 6671 Perimeter RD S	7300 Building 7300 Perimeter RD S
Galvin Hangar 1 7149 Perimeter RD S	Old Caliber Building 7500 Perimeter RD S
Aviation Training Center 7170 Perimeter RD S	Hangar 5 7575 Perimeter RD S
Aviator Book Store 7201 Perimeter RD S	Western Metals Building 7696 Perimeter RD S
North Annex 7211 Perimeter RD S	Areicopters Building 7827 Perimeter RD S
Terminal Building 7277 Perimeter RD S	ARFF Station 8190 E Marginal Way S

Location	Location
Air Traffic Control Tower 8200 E Marginal Way S	Midfield Airpark Hangars 8700 E Marginal Way S
Airport Office Center (AOC) 9010 E Marginal Way S	SW Airpark Hangars 9210 E Marginal Way S

C. Department of Natural Resources and Parks (DNRP) - Solid Waste Division (SWD)

Contact information: Primary - Jack Hanson 206-296-0482
Secondary – Brian Pinney 206-296-4495

Location	Location
Shoreline Recycling & Transfer Station 2300 N 165 th ST Shoreline, WA 98133	Algona Transfer Station 35315 W Valley Hwy Algona, WA
Vashon Recycling & Transfer Station 18900 Westside Hwy SW Vashon, WA 98070	Bow Lake Transfer Station 18800 Orillia RD S Tukwila, WA
Enumclaw Recycling & Transfer Station 1650 Battersby Ave E Enumclaw, WA 98022	Factoria Transfer Station 13800 SE 32 nd ST Bellevue, WA
Cedar Hills Landfill 16645 – 228 th Ave SE Maple Valley, WA 98038	Houghton Transfer Station 11724 NE 60 th ST Kirkland, WA
Renton Transfer Station 3021 NE 4 th ST Renton, WA	Skykomish Drop Box 74324 NE Old Cascade Hwy Skykomish, WA
Cedar Falls Drop Box 16925 Cedar Falls RD SE North Bend, WA	

D. DNRP - Wastewater Treatment Division (WTD)

Contact information:

Brightwater

Rob LaRock

Phone: 206- 263-9460

South Treatment Plant

Regina Lee

Phone: 206-263-5442

**Vashon, Carnation and
West Point Treatment Plants**

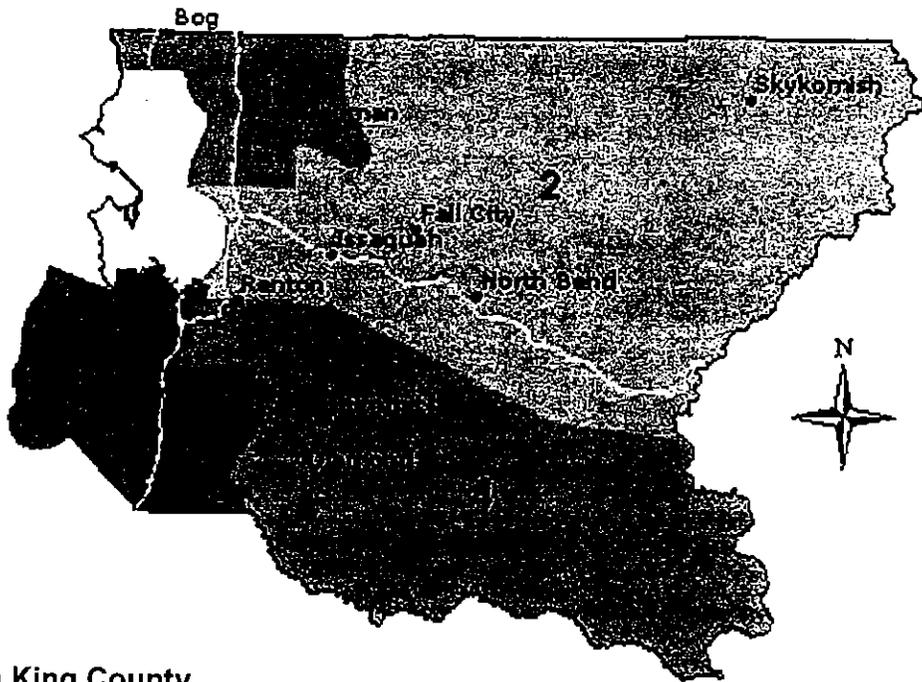
Ross Yokoyama

Phone: 206-263-3921

Location	Location
Brightwater Treatment Plant 22505 SR9 SE Woodinville, WA 98072-6010	Vashon Treatment Plant 9615 SW 171st ST Vashon, WA 98070
Carnation Treatment Plant 4405 Larson Ave Carnation, WA 98014	West Point Treatment Plant 1400 Utah ST W Seattle WA 98199
South Treatment Plant 1200 Monster RD SW, Renton, WA 98057	

6.4 Geographical Areas

For the purposes of this ITB there are five (5) geographical areas as defined Subsections 6.4.A through 6.4.E below, and as detailed in the map below (except for the Brightwater Treatment Plant which is located in Snohomish County).



A. North King County

North King County is composed of Areas 1 and 2 as shown in the map above, except for Skykomish, which for the purposes of this ITB shares a geographical area with the Brightwater Treatment Plant (see Subsection 6.4.E below). The boundaries of North King County are as follows:

Area 1: This area encompasses all the unincorporated area of King County east of West Snoqualmie Valley Road abutting area 1, from the Snohomish County line, running southerly and including the Snoqualmie Valley area, North Bend, Issaquah, and the

Newport area to the May Valley Road and SE 128th Street, running westerly to the Renton City limits and northerly to Area 1.

Area 2: This area encompasses all the unincorporated area of King County east of the West Snoqualmie Valley Road abutting Area 1, from the Snohomish County line, running southerly and including the Snoqualmie Valley area, North Bend, Issaquah, and the Newport area to the May Valley Road and SE 128th Street, running westerly to Renton City limits and northerly to area 1.

B. South King County

South King County is composed of areas 3 and 4 as shown in the map above, except for Vashon Island, which for the purposes of this ITB is its own geographical area (see Subsection 6.4.C below). The boundaries of South King County are as follows:

Area 3: This area encompasses all the unincorporated King County area of south of the City of Seattle in a southerly direction to the Pierce County line and from Puget Sound easterly to the westerly boundary of Area 4. It includes the areas of Skyway, Tukwila, Kent, and Auburn.

Area 4: This area encompasses all the unincorporated area of King County from the southerly boundary of Area 2 along SE 128th Street and the May Valley Road, running southerly to the Pierce County line and from State Highway 18 and the Maple Valley Highway, east and includes the cities of Covington, Maple Valley, Hobart, Ravensdale, Black Diamond, and Enumclaw.

C. Vashon Island

The Vashon Island geographical area is composed of the entire acreage that makes up Vashon Island.

D. Skykomish

Skykomish is a separate geographical area which is composed of the City of Skykomish and is located in King County.

E. Brightwater Wastewater Treatment Plant

The Brightwater Wastewater Treatment Plant is located in located in Snohomish County and includes the geographical area that is encompasses the Brightwater facility.

6.5 Building Additions and Deletions

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

6.6 Site Access

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

Minimum Requirements

6.7 Contractor Requirements

- A. The Contractor shall be licensed, registered, bonded and insured and have at least five (5) recent consecutive years successful plumbing experience in Washington State

including the ability to perform heavy duty routing of drains and sewer lines to cut tree roots, providing the services and equipment described herein.

- B. The Contractor shall be required to maintain the necessary resources to obtain all repair parts and provide sufficient personnel to perform the specified work and the terms and conditions of this ITB.
- C. Contractor shall acquire all permits as required by all jurisdiction agencies.
- D. All work shall be performed in compliance with applicable codes and subject to final inspection and approval by the designated County representative.
- E. The Contractor's business shall be open, available and accessible a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 4:30 p.m. Pacific Time Monday through Friday.
- F. Contractor's Personnel
 - 1. Any journeyman plumbers assigned under this contract shall have a plumber's license (see Subsection 6.16.B.2).
 - 2. Shall have had commercial experience in servicing facilities of a similar nature and size of King County.
 - 3. Shall have visible company identification while on County property.

6.8 Work Scheduling and Response Times

A. General

All work for immediate and emergency repairs, and routine repairs and maintenance shall be conducted during the normal working hours (excluding nights, weekends, and Holidays) from 7:00 a.m. to 4:30 p.m. Pacific Time Monday through Friday unless authorized in writing by the designated County representative. Work other than immediate or emergency repairs will be scheduled in advance with the designated King County representative.

1. Response Time

Response time shall be defined as the amount of time between King County's initial contact with the Contractor or Contractor's designated answering service and the time the appropriate parts or repair person arrives at the work site.

- 2. Contractor shall commence the specified work in sufficient time and pursue such work regularly, without any interruption, as to assure the completion of said work in a timely manner or as otherwise mutually agreed.

B. Initial Response

Contractor shall respond via a return telephone call within ten (10) minutes of the County's initial contact with the Contractor or Contractor's designated answering service.

C. Normal Service Calls

The Contractor shall respond to normal/routine plumbing requests within 24 hours of the initial request, unless otherwise authorized by the designated County representative.

D. Immediate and Emergency Repairs

1. The Contractor shall respond to an emergency call 24 hours a day, seven (7) days a week.
2. Work at any King County location shall begin no later than two (2) hours after the initial request for service unless otherwise directed by the designated County representative.

6.9 Plumbing Maintenance and Repairs

The Contractor shall be responsible for the following activities:

- A. The Contractor shall provide all supervision, labor, materials, tools, equipment and service trucks required to perform the work described in these specifications.
 1. Unless otherwise indicated, no County tools or equipment will be available for the Contractor's use.
 2. Security of Contractor's Equipment
The Contractor shall be responsible for the security of its equipment and material on the site. The County will not take any responsibility for missing or damaged equipment, tools, or personal belongings.
 3. All maintenance and repairs of County buildings and equipment shall be on a time and material bases in accordance with the pricing in Subsection 7.4.
 4. The Contractor may determine that more than one (1) plumber, apprentice or helper needs to be utilized in performing some of the services specified in this Contract. Any job requiring more than one (1) plumber, apprentice or helper shall have prior written approval by the designated County representative.
- B. Upon arrival at each site, the Contractor shall:
 1. Check in with the designated County contact person for that site;
 2. Evaluate the materials, parts and labor required to complete the repair; and when requested provide a job quote for all work based on established Contract rates, including:
 - a. A written cost estimate for all costs for:
 - (1) Maintenance / repair services; and
 - (2) Replacement parts.
 - b. Availability of replacement parts; and
 - c. Required lead-time, if any.All quotes shall be approved by the designated County representative prior to the start of all work.
 3. Additional Work
 - a. Contractor shall advise the onsite County contact if any additional work is required and when the Contractor will return to complete the work.

- b. Repair recommendations of \$ 300.00 or more shall be submitted to and approved by the County's Facilities Maintenance Engineer or other designated County representative prior to beginning any repair service.

4. Service Call and Status Report

Contractor shall prepare a service call or status report detailing the work performed during a repair service call or a preventative maintenance inspection. Contractor shall leave a copy of the service call report onsite with the designated County contact person after completing a service call.

- a. The report shall include at a minimum:

- (1) Contractor's Employee's name and job classification
- (2) Site/facility location;
- (3) The County's facility contact representative's name;
- (4) Arrival Date and Time;
- (5) Departure Date and Time;
- (6) Hours worked for each employee
- (7) Brief Summary of Service Request;
- (8) Detailed Summary of the work performed including all parts and/or equipment repaired and/or replaced; and
- (9) A summary of any additional work required or that the Contractor recommends, including a checklist indicating what items were inspected, the findings of the tests and checks, and which items require repair and/or replacement.
- (10) Inspection and Maintenance Records

Detailed inspection and maintenance records shall be maintained and dated for all inspection and repair service and submitted to the designated County representative upon completion of work along with the service call and/or status report.

- b. The designated County representative may review, at any time, the services provided and reports submitted to verify the required work is being properly and adequately performed.

C. Repairs and Maintenance

Contractor shall:

- 1. Repair and maintain fixtures such as faucets, mixing valves, toilets, tubs, sinks, kitchen sinks, ball valves, angle/straight stops, supply lines, pressure-reducing valves and any commercial plumbing fixture such as floor sinks, dishwashers, and specialty kitchen/bathroom plumbing fixtures.
- 2. Repair and maintain water heaters, sump pumps, circulation pumps, icemakers and other electrical and mechanical powered appliances.

3. Unstop sewer lines in buildings and make minor repairs of collapsed lines.
Use cameras to locate and diagnose problems.

D. Preventive Maintenance

The frequency for routine maintenance inspections for all agencies, except KCIA locations, will include, but are not be limited to, the following:

Times Per Year	Scope of Work
Once per Year upon Request of the County	Back-flow Prevention Assemblies at all King County owned Facilities (inspection and certification)
Once/Year	Hot Water Tanks (inspection of safety valves and earthquake preparedness)
Once/Year	Winterization of Outdoor Faucets (to prevent freezing of pipes)
As Requested	Restrooms (inspection of toilets/urinals and sink plumbing for breakage, leaks and proper anchoring; inspection of gang wash basins)
As Requested	Drain Traps (Clean Drain Traps to alleviate drain backups and odors)
As Requested	CTTV inspection and Jetting of sewer lines

E. Additional Items/Duties

The County may require additional items of a similar nature, but not specifically listed in the Contract. If the Contractor agrees to provide such services, the pricing on such additional items shall be based upon similar pricing for the items submitted in this bid.

F. Emergency Repairs

The County anticipates that emergency response will require 25 visits per year. Each emergency repair is expected to take approximately two (2) hours to complete.

6.10 Safety and Protection Requirements

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

1. The Contractor shall be solely responsible for:

- a. Initiating and supervising all safety precautions and programs in connection with the work.
- b. Training all of their employees and subcontractors on all safety issues as required by OSHA regulations for the project.
- c. Confined Space

Contractor's employees and/or subcontractors may have to enter confined spaces to perform work outlined in this Contract. Entry into a confined space is

only allowed through strict compliance with OSHA 29 Cir.1910.146, the latest revision. Contractor's personnel shall be trained in confined space entry and confined space certification documentation shall be provided to the County upon request (see Subsection 6.15.B.1).

2. Contractor shall take all necessary precautions and provide the necessary protection for the safety of all employees and other persons on the worksite, including the general public.

B. Restricted Access

Contractor's employees and/or subcontractors may also have to enter into areas designated by the County as a restricted access area.

Contractor shall provide all safety equipment required for Contractor's employees and/or subcontractors to enter into restricted access areas or confined spaces.

- C. Contractor and its subcontractors shall be responsible for providing and placing all barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

D. Accident Reports

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

E. Site Maintenance

1. The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary.
2. Upon completion of the work and before acceptance of the work, the work site shall be cleared of equipment, unused materials, and debris to present a clean and neat appearance.
3. Disposal of all waste shall be in compliance with all federal, state and local regulations.

F. Damage to Existing Property

1. Contractor shall execute all work in an orderly and careful manner with due consideration to the existing structure, surface finishes and facility usages.
2. The Contractor shall be held responsible for any damage to existing structures, work, materials, equipment and underground or overhead utilities because of its operations, and shall repair or replace any damaged properties, structures, finishes, materials or equipment to the satisfaction of and at no additional cost to the County.

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 0 % - 0 Days, Net 0

7.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail unless otherwise indicated below. Estimated quantities are the County's anticipated requirements during a one (1) year period. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. **To be considered responsive, Bidders shall bid on each schedule as indicated below.** It is the County's intent to award multiple contracts for this service, and may award more than one (1) contract for any specific geographical area.

Bidders shall submit pricing using Attachment A, which contains Schedules 1 through 7. Attachment A shall be completed in accordance with the requirements in Subsection 7.4.A through 7.4.C. A hard paper copy of Attachment A shall be submitted as part of the sealed bid submittal **along with an electronic copy in MS Excel format on a disk (CD).**

A. Schedules 1 through 5 - Labor Rates by Geographical Region

1. Schedules 1 through 5 provide labor rates for all work done under this Contract unless otherwise specified in this document. Each schedule is for a geographic area of King County, except for Schedules 4 and 5 which include the Brightwater Wastewater Treatment plant which is located in Snohomish County and Skykomish located in King County respectively. Bidders shall assume the estimated labor hours per year listed in each schedule for plumbing repair and maintenance services. King County will not accept separate charges for travel time and mileage. Labor hours shall be only billed for actual hours worked at the County facility. Labor hours shall be billed in 15 minute increments.
2. To be considered responsive, Bidders shall bid on at least one (1) of the Labor Rate Schedules (Schedules 1 through 5). Bidders shall complete all fields in any schedule where providing pricing. For example, if a Bidder wants to only bid on North and South King County (Schedules 1 and 2 respectively) then the Bidder is only required to complete all fields in Schedules 1 and 2.

3. Prevailing Wage

Contractor shall pay the appropriate overtime rate (OT at one and one half the regular prevailing wage rate or at double the regular prevailing wage rate based on Washington State Labor & Industries prevailing wage requirements.

B. **Schedule 6 – Miscellaneous Services**

Bidders are not required to bid on Schedule 6. If a Bidder chooses to bid on Schedule 6, then in order to be responsive, the Bidder shall bid complete all fields listed in Schedule 6.

C. **Schedule 7 – Parts and Supplies**

In the event of a discrepancy between the Discount Percent from Manufacturer's Suggested List Price (MSLP) or Catalog Price, the Discount Amount and the Extended Total, the Discount Percent from MSLP or Catalog price will prevail. For bid evaluation purposes Bidders shall assume the Estimated Annual Usage for Parts and Supplies as listed in Schedule 7. Bidders shall state below the **Discount Percent** (if any) from the **MSLP or Catalog price** offered on Parts and Supplies. The **Discount Amount** is calculated by multiplying the Estimated Annual Usage quantity times the **Discount Percentage** (if any). If no **Discount Percent** off is offered, enter 0% in the appropriate space. To calculate the **Extended Total**, subtract the Discount from the Estimated Annual Usage. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed below.**

Summary: Bidders are required to bid on at a minimum of one (1) of the geographical regions, Schedules 1 through 5, **and** Schedule 7 Parts and Supplies. Bidders are not required to bid on Schedule 6 Miscellaneous Services.

7.5 **References**

List the names and addresses of four (4) customers, for whom the Bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a Bidder be found unsatisfactory, King County, at its sole option, may reject that Bidder's bid. King County shall be the sole judge in determining a satisfactory / unsatisfactory reference response. **References shall be submitted with bid.**

Company Name: Sound Transit
Company Address: 401 S. Jackson Street, Seattle, WA 98104
Company Phone: 206-255-3151
Contact Person: Tom Huden
Dates: 2004 to present

Company Name: Continental Place
Company Address: 2125 First AVE, Ste.501, Seattle, WA 98121
Company Phone: 206-441-0355
Contact Person: Darrin Hyde
Dates: 2010 to present

Company Name: Redhook Brewery
Company Address: 14300 NE 145th ST, Woodinville, WA 98072
Company Phone: 206-778-0305
Contact Person: Steve Jones
Dates: 2010 to present

Company Name: The CWD Group, Inc.
Company Address: 2600 W Commodore Way, Seattle, WA 98199
Company Phone: 206-706-8000
Contact Person: Steve Durst
Dates: 2000 to present



King County

CERTIFICATE OF LOBBYING ACTIVITIES
CONTRACT NO. 1610-11-MZS

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

1. 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.
2. 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 of 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.
3. 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: 9/26/11

Company Name: McKinstry CO LLC

Authorized
Signature: Bill Teplicky

Printed Name/Title: Bill Teplicky

Attachment A

ITB 1610-11-MZS Plumbing, Maintenance and Repair Services

Advertised September 8, 2011

Due Date - September 22, 2011

Schedule 1 - North King County

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
Regular Time Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
1	2	HR	Plumber – Helper	\$ 61.00	\$ 122.00
2	2	HR	Plumber – Apprentice	\$ 120.00	\$ 240.00
3	66	HR	Plumber – Journeyman	\$ 132.00	\$ 8,712.00
4	10	Day	Service Truck Charge	\$ 20.00	\$ 200.00
Overtime Rates @ Time and a half					
5	2	HR	Plumber – Helper	\$ 91.50	\$ 183.00
6	2	HR	Plumber – Apprentice	\$ 180.00	\$ 360.00
7	28	HR	Plumber – Journeyman	\$ 198.00	\$ 5,544.00
8	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Overtime Rates @ Double Time					
9	1	HR	Plumber – Helper	\$ 122.00	\$ 122.00
10	1	HR	Plumber – Apprentice	\$ 240.00	\$ 240.00
11	5	HR	Plumber – Journeyman	\$ 264.00	\$ 1,320.00
12	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
13	1	HR	Plumber – Helper	\$ 61.00	\$ 61.00
14	1	HR	Plumber – Apprentice	\$ 120.00	\$ 120.00
15	4	HR	Plumber – Journeyman	\$ 132.00	\$ 528.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Time and a half					
13	1	HR	Plumber – Helper	\$ 91.50	\$ 91.50
14	1	HR	Plumber – Apprentice	\$ 180.00	\$ 180.00
15	4	HR	Plumber – Journeyman	\$ 198.00	\$ 792.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Double Time					
17	1	HR	Plumber – Helper	\$ 122.00	\$ 122.00
18	1	HR	Plumber – Apprentice	\$ 240.00	\$ 240.00
19	4	HR	Plumber – Journeyman	\$ 264.00	\$ 1,056.00
20	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Schedule 1 Total					\$ 13,143.00

Attachment A

ITB 1610-11-MZS Plumbing, Maintenance and Repair Services

Advertised September 8, 2011

Due Date - September 22, 2011

Schedule 2 – South King County

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
Regular Time Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
1	5	HR	Plumber – Helper	\$ 61.00	\$ 305.00
2	5	HR	Plumber – Apprentice	\$ 120.00	\$ 600.00
3	183	HR	Plumber – Journeyman	\$ 132.00	\$ 24,156.00
4	42	Day	Service Truck Charge	\$ 20.00	\$ 840.00
Overtime Rates @ Time and a half					
5	2	HR	Plumber – Helper	\$ 91.50	\$ 183.00
6	2	HR	Plumber – Apprentice	\$ 180.00	\$ 360.00
7	26	HR	Plumber – Journeyman	\$ 198.00	\$ 5,148.00
8	4	Day	Service Truck Charge	\$ 20.00	\$ 80.00
Overtime Rates @ Double Time					
9	2	HR	Plumber – Helper	\$ 122.00	\$ 244.00
10	2	HR	Plumber – Apprentice	\$ 240.00	\$ 480.00
11	8	HR	Plumber – Journeyman	\$ 264.00	\$ 2,112.00
12	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
13	1	HR	Plumber – Helper	\$ 61.00	\$ 61.00
14	1	HR	Plumber – Apprentice	\$ 120.00	\$ 120.00
15	8	HR	Plumber – Journeyman	\$ 132.00	\$ 1,056.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Time and a half					
13	1	HR	Plumber – Helper	\$ 91.50	\$ 91.50
14	1	HR	Plumber – Apprentice	\$ 180.00	\$ 180.00
15	8	HR	Plumber – Journeyman	\$ 198.00	\$ 1,584.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Double Time					
17	1	HR	Plumber – Helper	\$ 122.00	\$ 122.00
18	1	HR	Plumber – Apprentice	\$ 240.00	\$ 240.00
19	4	HR	Plumber – Journeyman	\$ 264.00	\$ 1,056.00
20	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Schedule 2 Total					\$ 35,966.00

Attachment A

ITB 1610-11-MZS Plumbing, Maintenance and Repair Services

Advertised September 8, 2011

Due Date - September 22, 2011

Schedule 3 - Brightwater Treatment Plant

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
Regular Time Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
1	1	HR	Plumber – Helper	\$ 61.00	\$ 61.00
2	1	HR	Plumber – Apprentice	\$ 120.00	\$ 120.00
3	5	HR	Plumber – Journeyman	\$ 132.00	\$ 660.00
4	2	Day	Service Truck Charge	\$ 20.00	\$ 40.00
Overtime Rates @Time and a half					
5	1	HR	Plumber – Helper	\$ 91.50	\$ 91.50
6	1	HR	Plumber – Apprentice	\$ 180.00	\$ 180.00
7	8	HR	Plumber – Journeyman	\$ 198.00	\$ 1,584.00
8	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Overtime Rates @ Double Time					
9	2	HR	Plumber – Helper	\$ 122.00	\$ 244.00
10	2	HR	Plumber – Apprentice	\$ 240.00	\$ 480.00
11	28	HR	Plumber – Journeyman	\$ 264.00	\$ 7,392.00
12	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
13	1	HR	Plumber – Helper	\$ 61.00	\$ 61.00
14	1	HR	Plumber – Apprentice	\$ 120.00	\$ 120.00
15	8	HR	Plumber – Journeyman	\$ 132.00	\$ 1,056.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Time and a half					
13	1	HR	Plumber – Helper	\$ 91.50	\$ 91.50
14	1	HR	Plumber – Apprentice	\$ 180.00	\$ 180.00
15	8	HR	Plumber – Journeyman	\$ 198.00	\$ 1,584.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Double Time					
17	1	HR	Plumber – Helper	\$ 122.00	\$ 122.00
18	1	HR	Plumber – Apprentice	\$ 240.00	\$ 240.00
19	4	HR	Plumber – Journeyman	\$ 264.00	\$ 1,056.00
20	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Schedule 3 Total					\$ 12,706.50

Attachment A

ITB 1610-11-MZS Plumbing, Maintenance and Repair Services

Advertised September 8, 2011

Due Date - September 22, 2011

Schedule 4 - Skykomish

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
Regular Time Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
1	1	HR	Plumber – Helper	\$ 61.00	\$ 61.00
2	1	HR	Plumber – Apprentice	\$ 120.00	\$ 120.00
3	5	HR	Plumber – Journeyman	\$ 132.00	\$ 660.00
4	2	Day	Service Truck Charge	\$ 20.00	\$ 40.00
Overtime Rates @ Time and a half					
5	1	HR	Plumber – Helper	\$ 91.50	\$ 91.50
6	1	HR	Plumber – Apprentice	\$ 180.00	\$ 180.00
7	8	HR	Plumber – Journeyman	\$ 198.00	\$ 1,584.00
8	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Overtime Rates @ Double Time					
9	2	HR	Plumber – Helper	\$ 122.00	\$ 244.00
10	2	HR	Plumber – Apprentice	\$ 240.00	\$ 480.00
11	8	HR	Plumber – Journeyman	\$ 264.00	\$ 2,112.00
12	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
13	1	HR	Plumber – Helper	\$ 61.00	\$ 61.00
14	1	HR	Plumber – Apprentice	\$ 120.00	\$ 120.00
15	8	HR	Plumber – Journeyman	\$ 132.00	\$ 1,056.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Time and a half					
13	1	HR	Plumber – Helper	\$ 91.50	\$ 91.50
14	1	HR	Plumber – Apprentice	\$ 180.00	\$ 180.00
15	8	HR	Plumber – Journeyman	\$ 198.00	\$ 1,584.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Double Time					
17	1	HR	Plumber – Helper	\$ 122.00	\$ 122.00
18	1	HR	Plumber – Apprentice	\$ 240.00	\$ 240.00
19	8	HR	Plumber – Journeyman	\$ 264.00	\$ 2,112.00
20	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Schedule 4 Total					\$ 8,106.50

Attachment A

ITB 1610-11-MZS Plumbing, Maintenance and Repair Services

Advertised September 8, 2011

Due Date - September 22, 2011

Schedule 5 - Vashon Island

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
Regular Time Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
1	2	HR	Plumber – Helper	\$ 61.00	\$ 122.00
2	2	HR	Plumber – Apprentice	\$ 120.00	\$ 240.00
3	18	HR	Plumber – Journeyman	\$ 132.00	\$ 2,376.00
4	3	Day	Service Truck Charge	\$ 20.00	\$ 60.00
Overtime Rates @ Time and a half					
5	1	HR	Plumber – Helper	\$ 91.50	\$ 91.50
6	1	HR	Plumber – Apprentice	\$ 180.00	\$ 180.00
7	8	HR	Plumber – Journeyman	\$ 198.00	\$ 1,584.00
8	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Overtime Rates @ Double Time					
9	1	HR	Plumber – Helper	\$ 122.00	\$ 122.00
10	1	HR	Plumber – Apprentice	\$ 240.00	\$ 240.00
11	8	HR	Plumber – Journeyman	\$ 264.00	\$ 2,112.00
12	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)					
13	1	HR	Plumber – Helper	\$ 61.00	\$ 61.00
14	1	HR	Plumber – Apprentice	\$ 120.00	\$ 120.00
15	8	HR	Plumber – Journeyman	\$ 132.00	\$ 1,056.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Time and a half					
13	1	HR	Plumber – Helper	\$ 91.50	\$ 91.50
14	1	HR	Plumber – Apprentice	\$ 180.00	\$ 180.00
15	4	HR	Plumber – Journeyman	\$ 198.00	\$ 792.00
16	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Emergency Response Rates @ Double Time					
17	1	HR	Plumber – Helper	\$ 122.00	\$ 122.00
18	1	HR	Plumber – Apprentice	\$ 240.00	\$ 240.00
19	4	HR	Plumber – Journeyman	\$ 264.00	\$ 1,056.00
20	1	Day	Service Truck Charge	\$ 20.00	\$ 20.00
Schedule 5 Total					\$ 7,195.00

Attachment A

ITB 1610-11-MZS Plumbing, Maintenance and Repair Services

Advertised September 8, 2011

Due Date - September 22, 2011

Schedule 6 – Miscellaneous Services

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Total
1	8	HRs	CCTV Inspection, Regular Time, (Monday through Friday 7:01 a.m. to 5:00 p.m. PST)	N/A	#VALUE!
2	4	HRs	CCTV Inspection, Overtime Rate @ Time and a Half	N/A	
2	4	HRs	CCTV Inspection, Overtime Rates @ Double Time	N/A	#VALUE!
Schedule 6 Total					#VALUE!

Schedule 7 – Parts and Supplies

Item No.	Est. Annual Usage	Description	Disc % from MSLP / Catalog	Discount Amount	Extended Total
1	\$ 30,000.00	Parts and Supplies	10%	\$ 3,000.00	\$ 27,000.00