



KingCounty

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

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

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

**CONTRACTOR:
MCKINSTRY COMPANY
5005 3RD AVE S**

SEATTLE, WA 98134 United States
Fax: (206) 7622624

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

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

CONTRACT		
CONTRACT NO. 534131	REVISION 7	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER MARY SCHUMACHER	
DATE OF REVISION 16-AUG-2012	BUYER MARY SCHUMACHER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
8118	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (206) 762-3311

DESCRIPTION
<p>Change Order #3 (08/16/12)</p> <p>This change order is issued to incorporate changes regarding scheduled maintenance at all KCIT locations. Changes are effective August 16, 2012 and are attached and forming a part of the contract.</p> <p>All other terms and conditions shall remain the same.</p>
 Authorized Signature

1. Add underlined text to §5.2.A as follows:

§5.2.A Replacement Parts

All replacement parts shall be in accordance with the original equipment manufacturer's specification or an approved equal. Contractor's service technicians shall maintain an inventory of items such as filters, belts, etc. that will be required to perform the scheduled preventative maintenance work. For repairs, Contractor shall also maintain an inventory of the most commonly replaced parts/components. This is especially crucial to prevent multiple trips to sites with restricted access or that are remotely located.

2. Add §5.2.E.1.a as follows:

a. KCIT- Radio Shop Locations

See Subsection 5.2.J below.

3. Change §5.2.J as follows:

J. King County has locations with limited and/or restricted access. Access to the site must be coordinated with the designated agency representative. The Contractor shall provide the designated agency representative ~~48 hours~~ 30 days prior notification of their intent to service a site with restricted access so escort can be provided. The Contractor shall not enter any County location with limited or restricted access without the proper escort.

4. Add §5.2.K as follows:

A. Contractor's Personnel

At least one of the Contractor's service personnel dispatched for preventative maintenance and repairs at KCIT Radio Shop sites shall be journeyman level, knowledgeable and capable of diagnosing and repairing problems with the HVAC equipment. Contractor's service personnel shall be directly employed by the Contractor, possessing all required licenses including, but not limited to, the appropriate City of Seattle Journeyman Mechanic license.

5. Add §5.3.E first paragraph as follows:

KCIT Radio Shop Locations (see Subsection 5.5 Schedule 2). Semiannual maintenance shall occur in April through May and September through October in a given year, unless otherwise mutually agreed upon by both the County and the Contractor.

6. Add §5.3.E.1 first paragraph as follows:

Exception: Contractor shall perform these maintenance items semi-annually at the KCIT Radio Shop locations (see Subsection 5.5 Schedule 2).

7. **Change §5.3.B.1** as follows:
1. Prior to beginning the cooling season, the Contractor shall perform annual maintenance on all cooling systems in conjunction with the spring quarterly inspection (except for the KCIT Radio Shop locations – see Subsection 5.5 Schedule 2). Maintenance inspections shall include, but not be limited to performing the following requirements in accordance with the manufacturer’s specifications and any requirements requested by the King County designated representative.
8. **Change §5.3.C.1** as follows:
1. Prior to beginning the heating season, the Contractor shall perform annual maintenance on all heating systems in conjunction with the fall quarterly inspection (except for the KCIT Radio Shop locations – see Subsection 5.5 Schedule 2). Maintenance inspections shall include, but not be limited to performing the following requirements in accordance with the manufacturer’s specifications and any requirements requested by the King County designated representative.
9. **Revised Pricing** based on changed preventative maintenance requirements.

Item	Est. Qty.	Description	Annual Cost
2.	1 LT	HVAC Maintenance, Scheduled, King County Office of Information Resource Management (Equipment per Subsection 5.5 Schedule 2 ☹)	\$7,492.00 / YR



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CONTRACT

CONTRACT NO. 534131	REVISION 5	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER MARY SCHUMACHER	
DATE OF REVISION 25-JUL-2012	BUYER MARY SCHUMACHER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
8118	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (206) 762-3311

DESCRIPTION

Change Order #2 (07/25/12)

This change order is issued to add the Bow Lake Transfer Station location in accordance with McKinstry's quote dated July 5, 2012. Changes are effective July 25, 2012 and are attached and forming a part of the contract.

Estimated annual contract value \$ 58,500.00

All other terms and conditions shall remain the same.

Authorized Signature

1. **Add underlined text to §5.3.A as follows:**

§5.3.A Maintenance shall include all labor, materials, incidental parts and equipment such as filters, belts, hoses, clamps, oil, grease, and any other items as required by the manufacturer's preventative and regularly scheduled maintenance in order to maintain the warranty.

2. **Add underlined text to §5.3.A as follows:**

§5.3.E.1.a Change filters – Standard, commercial/ industrial, pleated air filters, minimum 40% efficiency. Replace with manufacturer's part or approved equal.

3. **Add §5.3.E.2.s as follows:**

s. Check hydronic system(s) glycol and rust inhibitor levels (Bow Lake Transfer Station location only).

4. **Add §5.5 Schedule 3 as follows**

Schedule 3 – King County Solid Waste Division

A. **Bow Lake Transfer Station**
 18800 Orillia RD S
 Tukwila, WA 98188

#	System No.	Equipment Location	Make	Model No.	Serial No.	Misc Info (Filters, Belts, Etc.)
1.	CP-T1	TSO Riser Room 105	Grundfos	UPS-26-99-BF	N/A	Domestic Hot Water
2.	CP-T2	TSO Riser Room 105	Grundfos	UPS-26-99-BF	N/A	Tepid Water
3.	WH-T2	TSO Riser Room 105	N/A	N/A	N/A	Electrical Water Heater 119 Gal
4.	WH-T2	TSO Riser Room 105	N/A	N/A	N/A	Electrical Water Heater 119 Gal
5.	WH-S1	Scale House Attic	N/A	N/A	N/A	Electrical Water Heater 20 Gal
6.	WH-R1	Warming Room 602 Closet	N/A	N/A	N/A	Electrical Water Heater 50 Gal
7.	AC-T1	Air Compressor	Quincy Northwest	QNW-F20	N/A	
8.	RAF-T1	Refrigerated Air Drier	Zeks	100 HSG	N/A	
9.	AHU-T1	Air Handling Unit	Aaon	RM-008-3-000- EJN	N/A	Variable Volume 00% O.A.
10.	EF-T1	TSO Equip Level Room 106	Cook	36AFBC	N/A	Compactor/Yard Waste Gen. Exhaust
11.	EF-T2	TSO Roof Level	Cook	60AFBC	N/A	Transfer Station Gen. Exhaust

#	System No.	Equipment Location	Make	Model No.	Serial No.	Misc Info (Filters, Belts, Etc.)
12.	EF-T3	TSO Roof Level	Cook	60AFBC	N/A	Transfer Station Gen. Exhaust
13.	EF-T4	TSO Roof Level	Cook	120ACEB	N/A	TSO General Exhaust
14.	EF-T5	Compactor Level Men's Restroom	Cook	GN420	N/A	Compactor Level Men's Restroom Exhaust
15.	EF-T6	Toilet 116	Cook	GC240	N/A	Toilet 109 Exhaust
16.	EF-T7	Toilet 104	Cook	GC240	N/A	Toilet 104 Exhaust
17.	EF-T8	Toilet 110	Cook	GC240	N/A	Toilet 110 Exhaust
18.	EF-T9	HPU Room 109	Cook	195SQNB	N/A	HPU Room Exhaust
19.	EF-T10	Electric Room 115	Cook	GC420	N/A	Transfer Heat Exhaust
20.	EF-T11	North Processing Area	Cook	42XLPH	N/A	General Exhaust
21.	SF-T1	Compactor Level	Cook	365SQN-HP	N/A	Compactor Level Supply
22.	EWHT1	Compactor Bay Unisex Toilet C07	King Electric	DEC 1215-SS	N/A	Wall Heater
23.	EWHT2	Compactor Bay Unisex Toilet C08	King Electric	DEC 1215-SS	N/A	Wall Heater
24.	EWHT3	Tipping Floor Toilet 116	King Electric	DEC 1215-SS	N/A	Wall Heater
25.	EWHT4	Tipping Floor Room 104	King Electric	DEC 1215-SS	N/A	Wall Heater
26.	EHWT5	Tipping Floor Room 110	King Electric	DEC 1215-SS	N/A	Wall Heater
27.	EWHT6	Fire Sprinkler Riser #2	King Electric	DEC 1215-SS	N/A	Wall Heater
28.	IRH-R1	Recycle Warming Room 602	Fostoria	223-60-THSS-208V	N/A	Radiant Heater
29.	RH-T1	TSO 209 Supervisor Office	Markel	CP 123	N/A	Ceiling Radiant Heater
30.	IRH-T1	Tipping Floor South Employee Warming Area	Fostoria	223-60-THSS-480V	N/A	Infra-Red Radiant Heater
31.	IRH-T2	Receiving Floor North Employee Warming Area	Fostoria	223-60-THSS-480V	N/A	Infra-Red Radiant Heater

#	System No.	Equipment Location	Make	Model No.	Serial No.	Misc Info (Filters, Belts, Etc.)
32.	IRH-T3	Tipping Floor North Employee Warming Area	Fostoria	223-60-THSS-480V	N/A	Infra-Red Radiant Heater
33.	IRH-T4	Compactor Level Compactor #1	Fostoria	223-60-THSS-480V	N/A	Infra-Red Radiant Heater
34.	IRH-T5	Compactor Level Compactor #2	Fostoria	223-60-THSS-480V	N/A	Infra-Red Radiant Heater
35.	UH-T1	TSO Equipment Room 105	King Electric	K8 4805-3MP	N/A	Electric Unit Heater
36.	UH-T2	TSO Misting Area Room 106	King Electric	K8 4805-3MP	N/A	Electric Unit Heater
37.	WWHP-T1	TSO Equipment Level	Florida Heat Pump	WW122-4	N/A	Make-Up Air Heating
38.	WWHP-T2	TSO Equipment Level	Florida Heat Pump	WW024-2	N/A	Tank Heating
39.	DC-T1	Dry Cooler	Colmac Coil	AFV-45108-1124L-G30-1-DT-D	N/A	140 MBH
40.	EB-T1	Electric Boiler	Lather	S60LW-4803	N/A	205 MBH
41.	ST-T1	Storage Tank	Riverside Hydronics	V-2000A-P1	N/A	2000 Gal
42.	ST-T2	Storage Tank	Riverside Hydronics	V-475A-P1	N/A	475 Gal
43.	HHP-T1	TSO Compactor Level	Florida Heat Pump	EC012-2	N/A	Compactor Level Break Room
44.	HHP-T2	TSO Equipment Level	Florida Heat Pump	EC036-4	N/A	Multi-Purpose
45.	HHP-T3	TSO Equipment Room 202	Florida Heat Pump	EC036-4	N/A	Locker Rooms
46.	HHP-T4	TSO Equipment Room 202	Florida Heat Pump	EC024-4	N/A	Office 209 Break Room
47.	HHP-T5	TSO Equipment Room 202	Florida Heat Pump	EC024-4	N/A	Server Room 206
48.	HHP-T6	TSO Equipment Room 202	Florida Heat Pump	EC024-4	N/A	Circulation Office 205 & 204
49.	HHP-T7	TSO Equipment Room 202	Florida Heat Pump	EC036-4	N/A	Conference Room 203
50.	HP-T1	Indoor Heat Pump	Mitsubishi	PKA-A18GAL	N/A	Elev. Machine Room

#	System No.	Equipment Location	Make	Model No.	Serial No.	Misc Info (Filters, Belts, Etc.)
51.	CU-T1	Compactor Level	Mitsubishi	PUZ-A24NHA	N/A	
52.	HX-T1	T90 109	Mueller	ACCU-THERM	N/A	HPU Heat Recovery
53.	HX-T2	T90 109	Mueller	ACCU-THERM	N/A	HPU Heat Recovery
54.	HX-F1	Fuel Storage	Mueller	ACCU-THERM	N/A	Fuel Storage Tank Heating
55.	ET-T1	TSO Loading Area 109	Amtrol Extrol	AX-200V	N/A	Condenser Water System
56.	ET-T2	TSO Loading Area 109	Amtrol Extrol	AX-15V	N/A	Makeup Air Heating
57.	ET-T3	TSO C06	Amtrol Extrol	AX-15V	N/A	Fuel Heater
58.	DET-T1	TSO 105	Amtrol	Therm-X-Trol ST-42	N/A	Domestic Hot Water
59.	P-T1	TSO Equipment Level	Grundfos	UPS 80-160 F	N/A	Hydronic Heat Pump Primary Load
60.	P-T2	TSO Equipment Level	Grundfos	UP 43-75 F	N/A	Hydronic Heat Pump Boiler Loop
61.	P-T3A	TSO Equipment Level	Grundfos	UPS 40-80/2 F	N/A	Hydronic Heat Pump HPU Heat Exchange
62.	P-T3B	TSO Equipment Level	Grundfos	UPS 40-80/2 F	N/A	Hydronic Heat Pump HPU Heat Exchange
63.	P-T4	TSO Equipment Level	Grundfos	UPS 40-240 F	N/A	Hydronic Heat Pump Rooftop Heat Coil
64.	P-T5	TSO Equipment Level	Grundfos	UPS 32-160 F	N/A	Hydronic Heat Pump Dry Cooler
65.	P-T6	TSO Equipment Level	Grundfos	UP 26-99 F	N/A	Fuel Storage Tank Heater

5. **Add §5.6 Invoicing as follows:**

5.6 Invoicing

In addition to the requirements in §3.3 Invoices and Payments, Contractor shall send a copy of each invoice to Solid Waste Division:

Solid Waste Division
 Attn: Brian Pinney
 M/S CHL-NR-0100
 16645 – 228th Ave SE
 Maple Valley, WA 98038

6. **Add line item number 3 under §6.5.A Pricing**

A. **Scheduled Maintenance**

Item	Est. Qty	UO M	Description	Quarterly Price	Annual Price
3.	4	Qtr	HVAC Maintenance, Scheduled, King County Solid Waste Division – Bow Lake Transfer Station Location (Equipment per Subsection 5.5, Schedule 3)	\$2,746.25	\$ 10,985.00



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CONTRACT

CONTRACT NO. 534131	REVISION 3	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER MARY SCHUMACHER	
DATE OF REVISION 09-FEB-2012	BUYER MARY SCHUMACHER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
8118	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (206) 762-3311

DESCRIPTION

Change Order #1 (02/09/12)

This change order is issued to incorporate new Subsection 5.6 Washington State Intent and Affidavit Filing, as set out below.

5.6 Washington State Intent and Affidavit Filing

King County is in the process of establishing L&I's combined intent and affidavit program for project with a total cost under \$2,500.00. This program will allow the County to approve these forms and file them with L&I at no cost to the Contractor. Until this new program is in place, the County will reimburse the actual cost of the intent and affidavit filing fee paid by the contractor for each On-Call service request. The cost for filing intents and affidavit for scheduled maintenance will not be reimbursed. The Contractor shall identify the cost of the filing fee as a separate line item on each correlating invoice.

All other terms and conditions shall remain the same.

Authorized Signature



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SEATTLE, WA 98104

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SEATTLE, WA 98104

CONTRACT

CONTRACT NO. 534131	REVISION 2	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER MARY SCHUMACHER	
DATE OF REVISION 10-JAN-2012	BUYER MARY SCHUMACHER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
8118	NET30DAYS	Paid	DESTINATION	Seller Chooses	MATT EARNHARDT Telephone: (206) 762-3311

DESCRIPTION

Term Maintenance Agreement

Furnish Scheduled And Non-Scheduled Hvac Maintenance And Repair Services,As Requested By Various King County Departments, Divisions And Agencies, During The Period January 1, 2012 Through December 31, 2016, In Accordance With King County Itb 1011-11 Aab And The Responding Bid Of Mckinstry Co, Llc, Both Incorporated By Reference As If Fully Set Forth Herein.

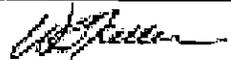
Primary Contractor
Scheduled Maintenance Service:
Kc Office Of Information Resource Management

Backup Contractor
Non-Scheduled Maintenance:
7:00 Am - 5:00 Pm, M - F (Only).....\$ 122.00/Hr
5:01 Pm - 6:59 Am, M - F, Sat, Sun.....\$ 158.00/Hr
Holidays.....\$ 193.00/Hr

Parts Markup - 25%

This Contract Agreement Conveys King County'S Intent And Does Not Constitute A Purchase Authorization. Individual Purchase Orders Will Be Placed Against This Contract. The Contractor Shall Invoice Against The Purchase Order And Not This Contract.

Estimated Annual Contract Value...\$ 50,000.00


Authorized Signature

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: NOVEMBER 3, 2011

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

ITB Number: 1011-11 AAB

Due Date: November 29, 2011 - 2:00 p.m.

Buyer: Amon Billups, amon.billups@kingcounty.gov, 206.263.9306

Alternate Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206.263.9305

Term Service Requirement

Furnishing HVAC Maintenance and Repair Services in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 138,844.00

PRE-BID CONFERENCE

Wednesday, November 16, 2011
Time: 10:00 a.m.
King County Procurement Services,
Chinook Building, 3rd Floor,
401 Fifth Ave., Seattle, WA 98104

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

Bob Frey

Email

Phone

Fax

matte@mckinstry.com

206-762-3311

206-768-7754

SCS/DBE Certification Number

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

SECTION 1 Instruction To Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods 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 (3) copies** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

1.3 Electronic Commerce and Correspondence

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

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

registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

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

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than 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/fag>, Suppliers web page.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

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

2.5 Substitutions

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

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

2.6 Forms Required Before Contract Award

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

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

*If not on file with the County

2.7 Rejection of Bids

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

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

2.8 Single Bid Receipt

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

shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

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

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

2.10 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies and/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 acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

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

3.13 Disputes, Claims and Appeals

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

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The

Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment Opportunity

- A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

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

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

- D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including

SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdcc>.

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

3.21 Non-Waiver of Breach

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

3.22 Severability

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

3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.24 Incorporation of Documents

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

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$ 225,000.00. 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 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, service locations, description of services, equipment serviced with make and model, repair hours, repair parts, quantities and prices. King County reserves the right to request additional information when reviewing contract activity.

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 Pricing of Spare Parts

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

4.9 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 Prohibition on Asbestos-Containing Products

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

4.14 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:

1. 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>

2. This project is located in King and/or Snohomish County; therefore, the King and/or Snohomish County wage rates must be used.
3. The effective prevailing wage date is the same date as the bid due date as referenced in the original ITB or RFP document or as revised per addenda.

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

4.15 Insurance Requirements

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

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

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

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

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

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

SECTION 5 Technical Specifications

5.1 General

The purpose of this solicitation is to establish a contract for scheduled and non-scheduled HVAC maintenance and repair services as requested by various King County Departments, Divisions and Agencies. Major equipment and system replacement is not within the scope of the contract.

5.2 General Maintenance Requirements

A. Replacement Parts:

All replacement parts shall be in accordance with the original equipment manufacturer's specification or an approved equal.

B. Safety Standards and Codes:

The Contractor shall comply with all industry safety standards and all applicable code requirements.

C. Maintenance/Repair Records:

The Contractor shall maintain detailed inspection and maintenance records for all maintenance and repair services performed throughout the life of the contract. A record of each repair and/or service, scheduled or non-scheduled, shall be provided to the King County requesting agency upon completion of each repair and/or service.

D. Working Hours:

The Contractor shall be available to provide routine maintenance and repair service during the hours of 7:00 a.m. to 5:00 p.m., Monday thru Friday. With the exception of emergency work, all work shall be completed during these hours and scheduled with the King County requesting agency's designated representative.

E. Response Times:

All response times shall be measured from the County's initial call for service. For the purpose of this contract a response shall mean the Contractor is on-site and prepared to perform service and/or repairs. The Contractor shall adhere to the following response times:

1. Scheduled Maintenance (quarterly, semi-annual, annual) – As agreed to by the King County requesting agency and the Contractor.
2. Non-scheduled Routine Maintenance/Repairs – Next business day response, excluding Saturdays, Sundays and King County holidays.
3. Emergency Maintenance/Repairs - (4) hour response, 24 hours per day, 7 days per week.

F. All services and/or products delivered under the terms of this contract shall be made to the location where the services are performed, FOB destination.

G. Invoices:

The Contractor shall provide quarterly billing if requested by the scheduled maintenance agency. Quarterly invoices shall be based upon the total annual maintenance price for the

agency. Invoices for all services shall be submitted to the designated representative for the requesting County agency. Pricing shall be in accordance with the current contract prices.

H. Confined Space:

When performing maintenance the Contractor's employees and/or subcontractors may be required 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.

- I. The Contractor shall appoint a single dedicated account representative to serve as a communication channel between the Contractor and County agencies. The Contractor shall have and maintain throughout the life of the contract a local or toll free telephone number if located outside of the county's calling area.

J. Restricted Access:

King County has locations with limited and/or restricted access. Access to the site must be coordinated with the designated agency representative. The Contractor shall provide the designated agency representative 48 hours prior notification of their intent to service a site with restricted access so escort can be provided. The Contractor shall not enter any County location with limited or restricted access without the proper escort.

5.3 Preventative Maintenance – Scheduled

- A. Maintenance shall include all labor, materials, incidental parts and equipment such as filters, belts, hoses, clamps, oil, grease, and any other items as required by the manufacturer.
- B. King County reserves the right to add or delete equipment and/or locations at any time during the contract period.
- C. All maintenance shall be performed in accordance with the manufacturer's specifications/recommendations.
- D. Bidders shall assume that all equipment is in operational condition with no obvious safety concerns. The Contractor shall notify the designated agency representative, in writing, of any needed repairs above the scheduled maintenance service. If requested the Contractor shall prepare a detailed repair estimate with pricing and submit to the requestor within 24 hours of the request. Estimates shall be based upon the Contractor's hourly rates and parts mark-up stated herein. King County reserves the right to competitively bid any additional repair work.
- E. Scheduled maintenance service shall include, but is not limited to performing the following requirements listed in the below King County checklist.
1. Quarterly (4 times per year):
 - a. Change filters – Standard, commercial/ industrial, pleated air filters, minimum 40% efficiency.
 - b. Check, adjust, replace belts
 - c. Check coils for cleanliness
 - d. Check site glass

2. Semi-annually (2 times per year):
 - a. Lubricate bearings
 - b. Check condensate drain
 - c. Check electrical connections
 - d. Check oil levels
 - e. Check compressor controls
 - f. Check amperage
 - g. Check crankcase heater
 - h. Check operational cycle
 - i. Check economizer controls
 - j. Check all safety controls
 - k. Check thermostat operations
 - l. Visual Inspect for refrigerant leaks
 - m. Check electric duct heaters
 - n. Check rooftop heat pump units
 - o. Check damper linkage and motors
 - p. Check all traps and drains
 - q. Check modular heater units
 - r. Check electric baseboard heaters
3. Annually (once per year):
 - a. Check burner operations
 - b. Check heat exchanger
4. As required:
 - a. Clean return air grilles.

F. Cooling Maintenance:

1. Prior to beginning the cooling season, the Contractor shall perform annual maintenance on all cooling systems in conjunction with the spring quarterly inspection. Maintenance inspections shall include, but not be limited to performing the following requirements in accordance with the manufacturer's specifications and any requirements requested by the King County designated representative.
 - a. Filters (requiring cleaning or replacement)
 - b. Motors and drive system components
 - c. Economizer gaskets (replacement)
 - d. Condenser coils (cleaning)
 - e. Safety Controls (mechanical cleaning)
 - f. Electrical components and wiring (possible replacement or connection tightness)
 - g. Condensate drain (cleaning)

- h. Inspect the unit duct connections to ensure they are physically sound and sealed to the unit casing
- i. Inspect the unit mounting support to determine if it is sound
- j. Inspect the unit to ensure there is no obvious deterioration

G. Heating Maintenance:

- 1. Prior to beginning the heating season, the Contractor shall perform annual maintenance on all heating systems in conjunction with the fall quarterly inspection. Maintenance inspections shall include, but not be limited to performing the following requirements in accordance with the manufacturer's specifications and any requirements requested by the King County designated representative.
 - a. Visually inspect the HVAC unit to ensure that the airflow required for the combustion and condenser coil is not obstructed from the unit
 - b. Visually inspect the flue stack to ensure the exhaust path is clear and free of obstructions
 - c. Inspect the control panel wiring to verify all electrical connections are tight and the wire insulation is intact
 - d. Check the operation of the ignition system
 - e. Visually inspect all of the HVAC unit's flue product passage ways for excessive deposit buildup and corrosion
 - f. Check the electric baseboard heater's air circulation through finned element

5.4 HVAC Maintenance and Repair Service – Non-Scheduled

- A. The Contractor shall provide HVAC maintenance and/or repair services on a time and materials basis as requested by County agencies.
- B. Estimates for repair service shall be submitted by the Contractor to the King County designated representative for approval prior to beginning any work. Estimates shall be based upon the Contractor's hourly rates and parts mark-up stated herein.
- C. After the first hour of service, labor rates shall be prorated in 15 minute (¼ hour) increments.
- D. All work shall be subject to final inspection and approval by the King County designated representative.

5.5 HVAC Equipment Inventory

Schedule 1 – King County Roads Services Division

A. Star Lake Facility:

26701 28th Avenue South, Kent

Equipment: Split system electric heat pump

HP-1 AHU.....Carrier Model: FB4BNB070

CU-1 Outdoor unit.....Carrier Model: 38YKC060330

Filters Size: 21 ½" x 23 ½" x 1" (1 ea)

Belts: NA

B. Vashon Island Facility:

10021 Southwest Cemetery Road, Vashon Island

Equipment: Split system Propane heat pump

Upflow FurnaceAmerican Standard Model:
 AUD060C936K
 2Ton Cooling, Outdoor unit.....American Standard Model: 2A7A2024A
 Filters Size: 20" x 20" x 2" (1 ea)
 Belts: NA

C. Issaquah Facility:
23240 Southeast 74th, Issaquah

Equipment: Split system Electric heat pump

Electric FurnaceYork Model:G+HC024SA
 Outdoor Condenser unit,York Model:E2CSQ24S068
 Filters Size: 14" x 20" x 2" (1 ea)
 Belts: NA

D. Summit Facility:
27250 228th Ave. SE. Maple Valley, WA. 98038

2. **Equipment:** Outside wall-mounted trailer Heat/Air unit

AC-1Intertherm Model: Not Readable
 Filter Sizes: 20" x 36" x 1" (1 ea)
 Belts: NA

E. Cadman Facility:
19101 NE Union Hill Road, Redmond, WA. 98052

Equipment: Split system Electric heat pump

Electric Furnace,York Model:
 Outdoor Condenser unit,York Model: E1FD048506D
 Serial #: ELGM414563
 Filters Size: 14" x 24" x 1" (3 ea)
 Belts: NA

F. Renton:
155 Monroe Avenue Northeast, Renton

Equipment

1. **Building A:**

Rooftop Air Handling Unit

RTU-1, Natural Gas.....Trane Model: YCD210C4LBCA
 Filters Sizes: 20" x 26" x 2" (4 ea), 20" x 20" x 2" (2 ea)
 Belts: Size BX65 (1 ea), VP 44 x 1 1/8" (1 ea)

Computer Room Split system electric heat pump

AC-1 AHUCTI Model: M303129
 AC-2 Rooftop CondenserEMI Model: SCB36DE0000AA0A
 Filters: Washable

Rooftop Upblast Exhaust FansModel: unknown
 Belt Size: 3L210

2. **Building B:**

Rooftop Air Handling Unit Number One, Electric

B 1001.2 Shop Supply Fans.....Bohn Model: HD217LF
 Filter Sizes: 16" x 20" x 2" (4 ea), 16" x 25" x 2" (4 ea)

Belts: BX59 (2 ea)

B2001.2 Shop ExhaustPace Model: U-33F Long Pace Co.
Belts: size A112 (2 ea)

Stores Duct Heater

B 3001-9.....Model: IN3624-95-6NFTA3-480-24

Filters: NA

Belts: NA

Rooftop Air Handling Unit Number Two

Split system Heat PumpCarrier Model: 50JZ042

Filter Sizes: 12" x 24" x 2" (3 ea)

Belts: NA

Four Hanging Unit Heaters.....Model: Brash

2 in Signal Shop, 2 in Pre-fab shop

NO Filters or Belts

Rooftop Upblast Exhaust Fans (3 ea this building)

EF-1Greenheck Model: GB-140-3

Belt size: 4L 230

EF-2 Lower levelModel: unknown

Belt size: 4L 200

EF-3 (B2001.4) Signal ShopModel: unknown

Belt size: 3L 210

3. **Building C:**

Building C, (Survey and Maintenance Building) was completed in 2003. The building is controlled by a fully programmable HVAC Controller. The Circon UHC-300 controls HVAC systems entirely. The system's main components are listed below. Please note this is a complete system with ducting, hydronic piping, pumps, VAV controller, sensors, thermostats, valves, actuators, and numerous additional components.

(2) Large Rooftop Air Handling Units w/Condensing Units, Electric

AHU-1McQuay Model: RDS708BY

Filter Sizes: 24" x 24" x 2" (2 ea), 12" x 24" x 2" (3 ea)

Belts: A 60 (2ea), A 59 (1ea)

CU-1McQuay Model: ACZ016AC27-ER10

Filters: NA

Belts: NA

AHU-2McQuay Model: RDS708BY

Filter Sizes: 24" x 24" x 2" (2 ea), 12" x 24" x 2" (3 ea)

Belts: A 60 (2 ea), A 59 (1 ea)

CU-2McQuay Model: ACZ013AC27-ER10

Filters: NA

Belts: NA

Gas fired Boiler w/Hydronic Heating System

BoilerBurnham Model: P806ne1-L2

17 Piped Hydronic VAV units above ceiling

VAV TerminalsEnviro-Tec Models: CFR, and CFRWC

Filters for VAV units changed out semi-annually, seventeen (17) required.

Sizes: 7"x 12" x 1" (3 ea), 11" x 14" x 1" (3 ea)
13" x 14" x 1" (10 ea), 15" x 17" x 1" (1 ea)
Belts: NA

Horizontal, Hydronic unit heaters

UH-1 & UH-2McQuay Model: FUHH1033AA00

Filters: NA

Belts: NA

Exhaust fans

EF-1 Rooftop Upblast Exhaust Fan.....Greenheck Model: CUE-101-B-X

Belts: NA

EF-2 & EF-3 Inline Ceiling Exhaust Fans.....Greenheck Model: CSP-216

EF-4 & EF-5 Inline Ceiling Exhaust Fans.....Greenheck Model: CSP-226

Belts: NA

4. **Building D:**

Rooftop Electric Air Handling Units

HP-1Carrier Model: 50LJQ006-631ZC

Filter Sizes: 16" x 25" x 2" (2 ea)

Belt: A40 (1 ea)

HP-2Carrier Model: 50LJQ004-631BD

Filter Sizes: 16" x 25" x 2" (2 ea)

Belts: NA

MU-1Temptrol Model: RSA-01

Filter Sizes: 24" x 24" 1" (1 ea)

Belts: B40 (2ea)

HV-1Temptrol Model: RSA-01

Filter Sizes: 24" x 24" 1" (1 ea)

Belts: B40 (2 ea)

Roof top Upblast Exhaust fans:

EF-2Greenheck Model: unknown

Belts: 4L-230 (1 ea)

EF-4Greenheck Model: GB-180-7

Belts: 4L-280 (1 ea)

Rooftop Inline Ducted Exhaust Unit:

EF-3Greenheck Model: CRB-9

Belts: Ax 32 (1 ea)

Concrete Cure Room, Circulation Fan w/ Hot Water Coil Heater

Model: unknown

Belts: A31 (1 ea)

(7) Qmark wall mounted/bracketed electrical heaters, Model MUHO5-41

5. **Building G:**

Rooftop Air Handling unit, Electrical, Office area

Office Heat PumpTrane Model: WCD090C400BC

Filter Sizes: 16" x 25" x 2" (3 ea)

Belts: A44 (1 ea)

Second Story Unit Heater for Stores **(will not be serviced)**

Units G1001.1 & G1001.2

Rooftop Paint Booth MUA-1 w/Propane Gas Heater, 500 gallon tank
G1001.3Hasting Model: LB-28-A
Filters: Washable type, Filters Only Are Maintained by King County
Belts: BP 112 (3 ea)

Rooftop Upblast Exhaust fans

G2001.1 Battery Room XFModel: unknown
Belts: NA, Direct Drive

Lower roof Bathroom Exhaust Fan

Upblast.....Model: unknown
Belts: 4L 200

6. **Building H:**

Rooftop Natural Gas, Air Handling Unit

HP-1Trane Model: YCH090C4L0BC
Filter Sizes: 16" x 25" x 2" (3 ea)
Belts: A 44 (1 ea)

Bathroom Exhaust Fan Ceiling mounted

H2001.1.....Model: unknown
Belts: NA

Rooftop Upblast Exhaust Fan, Small Storage **(will not be serviced)**

4 H2001.2.....Model: unknown
Belts: 3L 190

Rooftop Upblast Exhaust fans, Volatice **(will not be serviced)**

5 H 2001.3.....Model: unknown
Belts: 4L 390

Rooftop Upblast Exhaust Fan, Cylinder Storage **(will not be services)**

6 H 2001.4.....Model: unknown
Belts: 3L 200

7. **Building J:**

Rooftop Electric Air Handling Units

AH-1Trane Model: WCH090C400BC
Filter Sizes: 16" x 25" x 2" (2 ea)
Belts: A46

HRC-1, (Air to Air Heat Exchanger)Des Champs, Model: MZ2070

Filter Sizes: 20" x 25" x 2" (1 ea)
Belts: A 46 (2 ea)

HP-3.....Carrier Model: 50LJQ005-631BD

Filter Sizes: 16" x 25" x 2" (2 ea)
Belts: A 33

HP-4.....Carrier Model: 50LJQ005-631BD

Filter Sizes: 16" x 25" x 2" (2 ea)
Belts: A 33

HP-5.....Carrier Model: 50LJQ005-631BD

Filter Sizes: 16" x 25" x 2" (2 ea)
Belts: A 33

- HP-6Carrier Model: 50LJQ005-631BD
 Filter Sizes: 16" x 25" x 2" (2 ea)
 Belts: A 33
- Rooftop Wood Shop Supply Fan
 J1001.2Model: unknown
 Filter Sizes: 20" x 25" x 2" (2 ea)
 Belts: A 46
- Shop Supply Fan w/ 3 inline Duct Heaters: J3001.8, J3001.9, J3001.10
 No filters or Belts on inline duct heaters
- Wood Shop Exhaust Fan
 J 2001.3Model: unknown
 Belts: A 50 (2 ea)
- Rooftop Upblast Exhaust fans
 10" DD.....Dayton Model: 2C912D
 Belts: NA
- Rooftop Upblast Exhaust FanModel: unknown
 Belts: 4L 280
8. **Utility Inspection Trailer "T":**
 Outside wall-mounted trailer Heat/Air unit
 AC-1Intertherm Model: Not Readable
 Filter Sizes: 15" x 30" x 1" (1 ea)
 Belts: NA
9. **Environmental Trailer "FEMA":**
 Outside wall-mounted Heat/Air unit
 AC-1Intertherm Model: Not Readable
 Filter Sizes: 14" x 25" x 1" (1 ea)
 Belts: NA
10. **Trailer #2:**
 Outside wall-mounted Heat/Air unit
 AC-1Carrier Model: Not Readable
 Filter Sizes: 20" x 25" x 1" (1 ea)
 Belts: NA
11. **Trailer #4:**
 Outside wall-mounted Heat/Air unit
 AC-1Intertherm Model: Not Readable
 Filter Sizes: unknown
 Belts: NA
12. **Trailer #5, WCC:**
 Outside wall-mounted Heat/Air unit
 AC-1Intertherm Model: Not Readable
 Filter Sizes: 16" x 30" x 1" (1 ea)
 Belts: NA

Schedule 2 – King County International Airport (see locations below)

A. Airport Equipment:

Item No.	Description	Manufacturer	Model No.
1.	2- Exhaust Fans / 2- Electrical Wall Heater	Reznor	BXZOQ SF1 & SF2
2.	2- Gas Heater	Greenheck	
3.	3- Cooling Unit, No. Side, 2 ND Fl.		
4.	7- Roof Top Exhaust Fan		
5.	A/C Split System		38EH060330DL
6.	A/C Unit	Brasch	MR09C1E
7.	A/C Unit with Gas Heat	Greenheck	48HJD015
8.	A/C Condensing Unit	Paco	38TKB03600
9.	ACCU-3 Unit, Air Condition Chiller Unit	Carrier	
10.	ACU-2 Unit, Indoor Air Condition	Carrier	DHEBFPC-192-6320-N100-M28
11.	ACU-2 Unit, Outdoor Air Condition Unit	Carrier	
12.	ACU-3 Unit, Indoor Air Condition	Brasch	DHEBFPC-192-6320-N100-M28
13.	AHU-3, Outdoor Air Handling Unit	Carrier	DHEBT-PC-192G 320-N100-M28
14.	Air Compressor	Johnson Control	QR 325-60V-D4-51-X5
15.	Air Compressor	Mitsubishi	QR-325-60V-D5-Si-X3
16.	Air Compressor	Carrier	5KC46KNO255A 1/2 HP
17.	Air Condition Unit	Liebert	40F5200310
19.	Air Conditioner	Greenheck	580CPV060074
20.	Air Conditioner	Honeywell	MODEL# 580CPV072074

Item No.	Description	Manufacturer	Model No.
21.	Air Conditioner - Outdoor Unit		38TKB060350
22.	Air Conditioner W/ Gas Heat	Reznor	38TKB036300
23.	Air Handler & Furnace		MODEL# HXE100-6-2E
24.	Air Handler Unit # 1004	Carrier	GE5K254AL205
25.	Air Handling Unit 1	Siemens	40RM012B610HC INDOOR AHU
26.	Airflow Air Condition	Tadiran	CG-8A2-UD
27.	Bem System		
28.	Boiler	Trane	
29.	Building Energy Management System Control	Brasch	
30.	Carrier A/C Unit	Trane	50SS-018-301AA
31.	Carrier A/C Unit	Greenheck	48HJD017
32.	Carrier Heat Pump	Reznor	50QJ004500
33.	Ceiling Electric Heater, Ceiling Mounted Fan Force Heater	Brasch	
34.	Chil Water Circulation Pump (2)		
35.	Circulating Pump	Carrier	UP-64SP
36.	Circulating Pump	Trane	
37.	Circulating Pump	York	
38.	Compu-Aire Outdoor A/C Unit	Dayton	PUHY-P72YMUA
39.	Condenser	Trane	38HD036C500
40.	Dehumidifier, Portable Unit	Carrier	

Item No.	Description	Manufacturer	Model No.
41.	Ef2 Unit, Exhaust Fan	Carrier	
42.	Ef3 Unit, Exhaust Fan,	Carrier	MMD12E0DH00G
43.	Electric Heater	Mitsubishi	
44.	Electric Heater, Cabinet Unit Heater Model-B	Brasch	
45.	Electric Wall Heater		BWH7512
46.	Electrical Heater	Friedrich	
47.	Exhaust Fan	Brasch	4HX80A
48.	Exhaust Fan	Good Man	
49.	Exhaust Fan	Greenheck	
50.	Exhaust Fan	Dayton	SDE-8-24-DE
51.	Exhaust Fan	McCoy	
52.	Exhaust Fan	Peerless	
53.	Exhaust Fan	Quincy	
54.	Exhaust Fan	Trane	
55.	Exhaust Fan # 1	Carrier	CBE 10 4
56.	Exhaust Fan # 9	Cleaver Brook	CBE 30 10
57.	Gas/AC Unit	Brasch	B1CH060A25B
58.	Gas Heater	Mccoy	
59.	Gas Heater at Public Safety -Hangar Area		F200-E
60.	Gas Unit Heater	Liebert	LUN250
61.	Gas/AC Heating Unit	Ab	48HJD007531

Item No.	Description	Manufacturer	Model No.
62.	Heat Pump # 1	Greenheck	48TCEA07A3A5A0A0A0
62.	Heat Pump 5	Airfan	
64.	Heat Pump Wall Unit		PTH150GDA
65.	Hot Water Heater	Trane	
66.	HVAC Energy Management System		N30 SUPERV CTRLR
67.	Indoor Unit	Dravo Hasting	PLFYP36NBMUE
68.	Mitsubishi Split Heat Pump		MUH09EW
69.	Outdoor A/C Unit -Roof Top	Carrier	
70.	Panel Cru-4 - 1 Unit on So. Side		
71.	Payne Air Conditioner W/ Gas Heat		584BNW024040AABE
72.	Pneumatic Control System		
73.	Quincey Northwest	King	QNW1-QF25
74.	Quincy Air Compressor	Carrier	
75.	Quincy Air Compressor		QR-325-60V
76.	Quincy Screw Air Compressor	Liebert	
77.	Return Air Fan # 2004	Carrier	GE 5K213AL205
78.	Siemen Bemc System		
79.	Siemens Co Monitor System / Exhaust	Markel	
80.	Space Heater	Carrier	
81.	Split System	Trane	6XE2020MHDE
82.	Sump Pump, Near Doorway	Carrier	

Item No.	Description	Manufacturer	Model No.
83.	Supply Air Fan	Brasch	SQ1
84.	Trane A/C Unit	Acme	
85.	Vav Box 119 Unit		
86.	Wall Electric Heater		BWH7512
87.	Wall Electrical Heating Unit	Plus80	
88.	Wall Electrical Heating Unit	Quincy	
89.	Wall Unit 1	Brasch	

B. Airport Locations

The majority of work at the King County International Airport will be conducted at the following locations:

1. King County International Airport – 7300 Airport Building
7300 Perimeter Rd. S.
Seattle, WA.
2. King County International Airport – Maintenance Building
6518 Ellis Ave. S.
Seattle, WA.
3. King County International Airport – Terminal Building
7277 Perimeter Rd. S.
Seattle, WA.
4. King County International Airport – Arrivals Building
7299 Perimeter Rd. S.
Seattle, WA.
5. King County International Airport – Aviator Bookstore
7201 Perimeter Rd. S.
Seattle, WA.
6. King County International Airport – North Annex Building
7233 Perimeter Rd. S.
Seattle, WA.
7. King County International Airport – Air Traffic Control Tower
8200 E. Marginal Way S.
Seattle, WA.
8. King County International Airport – ARFF Station
8190 E. Marginal Way S.
Seattle, WA.

9. King County International Airport – ASU Hanger
 8600 Perimeter Rd. S.
 Seattle, WA.

Schedule 3 – King County Office of Information Resource Management

Item #	System Components	Make	Model	Serial #	Rating	Site Location
10900 Squak Mountain Rd, Issaquah						
1.	Package Unit 1 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Trane	TSC060A1R0A	243100790L	1 HP 5 Tons 0.3 HP	Outside Entry Door
2.	Split System 2 1 - Evaporator Fan Motor 1 - Heating Section *** Remote Components 1 - Compressor 1 - Condensor Fan Motor	Mitsubishi	PUY-A42NHA	62U00989B	0.5 HP 4 Tons 0.12 HP	Radio Shelter
3.	Split System 3 1 - Evaporator Fan Motor 1 - Heating Section *** Remote Components 1 - Compressor 1 - Condensor Fan Motor	Mitsubishi	PUY-A42NHA	62U00989B	0.5 HP 4 Tons 0.12 HP	Radio Shelter
8869 SE View Park Rd, Southworth						
4.	Package Unit 1 1 - Evaporator Fan Motor	Bard	WA361-A10 EXXXXE	125C991 327370-02	0.3 HP	Radio Shelter

Item #	System Components	Make	Model	Serial #	Rating	Site Location
	1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor				3 Tons 0.12 HP	
5.	Package Unit 2	Bard	WA361-A10	125D991		Radio Shelter
	1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor		EXXXXE	335519-02	0.3 HP	
					3 Tons 0.12 HP	
3203 South 360th St., Federal Way						
6.	Package Unit 1	Liebert	ET060SRPE0A	369977-3		Radio Shelter
	1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor				0.5 HP	
					5 Ton 0.5 HP	
7.	Package Unit 2	Liebert	ET060SRPE0A	Field Verify		Radio Shelter
	1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor				0.5 HP	
					5 Ton 0.5 HP	
8.	Package Unit 3	Liebert	ET036SR PE0A	369977-1		Fuel Room
	1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor				0.25 HP	
					3 Ton 0.12 HP	

Item #	System Components	Make	Model	Serial #	Rating	Site Location
9.	Package Unit 4 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Liebert	ET036SR PE0A	Field Verify	0.25 HP 3 Ton 0.12 HP	Fuel Room
206 SW 112th St., Burien						
10.	Package Unit 1 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Bard	WA702-AOZ XP4XXJ	264H072 360299-02	 0.5 HP 6 Tons 0.3 HP	Radio Shelter
11.	Package Unit 2 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Bard	WA702-AOZ XP4XXJ	Field Verify	 0.5 HP 6 Tons 0.3 HP	Radio Shelter
19303 Fremont Ave. NW, Seattle						
12.	Split System 1 1 - Evaporator Fan Motor 1 - Heating Section *** Remote Components 1 - Compressor 1 - Condensor Fan Motor	Liebert	PFC2037A	D848680	 0.3 HP 3 Tons 0.25 HP	Radio Shelter
13.	Split System 2 1 - Evaporator Fan Motor	Liebert	PFC2037A	Field Verify	 0.3 HP	Radio Shelter

Item #	System Components	Make	Model	Serial #	Rating	Site Location
	1 - Heating Section *** Remote Components				3 Tons	
	1 - Compressor 1 - Condensor Fan Motor				0.25 HP	

22905 NE Old Woodinville-Duval Rd

14.	Package Unit 1 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Liebert	ET060S RPE0A	384616-3	0.5 HP 5 Ton 0.5 HP	Radio Shelter
15.	Package Unit 2 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Liebert	ET060S RPE0A	Field Verify	0.5 HP 5 Ton 0.5 HP	Radio Shelter
16.	Package Unit 3 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Liebert	ET060S RPE0A	384616-2	0.25 HP 3 Ton 0.12 HP	Fuel Room
17.	Package Unit 4 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor	Liebert	ET060S RPE0A	Field Verify	0.25 HP 3 Ton 0.12 HP	Fuel Room

Item #	System Components	Make	Model	Serial #	Rating	Site Location
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Rattlesnake Mountain, Northbend

18.	Package Unit 1 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Liebert	ET060SRP E0TS691	N07KH50256	0.5 HP 5 Ton 0.5 HP	Radio Shelter
18.	Package Unit 2 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Bard	WA361-A05X PXXXJ	125N00154 5664-01	0.3 HP 3 Tons 0.12 HP	Radio Shelter
20.	Package Unit 3 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condensor Fan Motor	Bard	WA361-A05 XPXXXJ	Field Verify	0.3 HP 3 Tons 0.12 HP	Radio Shelter

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of service and/or shipment will not be accepted.

The County reserves the right to award multiple contracts based upon schedule and/or line item, as determined to be in the County's best interest. Should there be multiple awards the lowest responsive, responsible bidder will be designated as the "Primary Contractor". The next higher bidder will be designated as the "Secondary Contractor" and so on. The backup contractors will be called only if the primary contractor is unavailable. Backup contractors shall adhere to and will be held to the same contract requirements as the primary contractor.

6.2 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 % - n/a Days, Net n/a

6.3 Qualifications and References

Bidders shall be a full service heating, ventilation and air conditioning service and repair provider authorized to service the equipment of multiple manufacturers, if authorization is required. Bidders shall also be operating out of a commercial facility with sufficient tools, equipment, materials and trained personnel to support the needs of King County.

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

Company Name: City of Auburn
 Company Address: 25 West Main ST, Auburn, WA 98001
 Company Phone: 253-261-0272
 Contact Person: David Patch, Facilities Supervisor
 Dates: 2009-present

Company Name: Arden Realty
Company Address: 10675 Willows Road NE, Redmond, WA 98052
Company Phone: 425-558-1924
Contact Person: Susan Wells, Property Manager
Dates: 1995-present

Company Name: AT&T Services Campus
Company Address: 7277 164th Ave NE, Redmond, WA 98052
Company Phone: 425-580-1505
Contact Person: Margie McCoy
Dates: 1999-present

Company Name: Lynwood Convention Center
Company Address: 3711 196th ST SW, Lynnwood, WA 98036
Company Phone: 425-778-7155
Contact Person: Will Christison
Dates: 2010-present

6.4 Service Facility

State the physical location of service facility below:

Address: 5005 3rd AVE S
City, State, Zip: Seattle, WA 98134
Telephone: 206-762-3311

6.5 Pricing

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

All labor rates shall be fully burdened and shall include labor, tools, equipment, overhead, profit, bond and insurance.

Bidders shall provide pricing in the schedules below. Inclusion of bidders standard rate sheet(s) are unacceptable and will be reason for rejection of the bid.

Rates shall include all travel costs. No separate charges for mileage or other associated travel costs will be allowed.

A. Scheduled Maintenance:

Item	Est. Qty.	Description	Annual Cost
1.	1 lt.	HVAC Maintenance, Scheduled, King County Roads Services Division (Equipment per Subsection 5.5, Schedule 1)	\$ _____ /Yr
2.	1 lt.	HVAC Maintenance, Scheduled, King County International Airport (Equipment per Subsection 5.5, Schedule 2)	\$ _____ /Yr
3.	1 lt.	HVAC Maintenance, Scheduled, King County Office of Information Resource Management (Equipment per Subsection 5.5, Schedule 3)	\$ _____ /Yr
Total Price (A)			\$ _____

B. Non-Scheduled Maintenance:

Item	Annual Est.	Description	Unit Price	Extended Price
1.	390 hr.	Routine Maintenance/Repairs, Next Business Day Response (excludes Saturdays, Sundays and King County holidays)	\$ _____ /Hr	\$ _____
2.	120 Hrs	Emergency Maintenance/Repairs, (4) hour Response, 24 hours per day, 7 days per week	\$ _____ /Hr	\$ _____
Total Price (B)				\$ _____

C. Parts and Materials Markup:

State the percent markup on the cost of parts and materials. Multiply the annual estimated usage amount times the percent markup offered. If no markup is offered enter 0% in the appropriate.

Item	Est. Annual Cost	Description	% Markup	Markup	Extended Price
1.	\$10,000.00	Parts and Materials	%	\$	\$

Total Bid Price (A + B + C) \$ _____
(insert total here and transfer to page 1)

SECTION 7 Bid Opening Label

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

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately				
URGENT	 King County	King County Procurement and Contract Services Section Chinook Building, 3 rd FL CNK-ES-0340 401 Fifth Avenue, Seattle, WA 98104	URGENT	
		Bid No.: 1011-11 AAB		
		Bid Title: HVAC Maintenance and Repair Services		
		Due Date: December 8, 2011		
		Vendor: McKinstry Co., LLC		

Invitation to Bid

Addendum # 1



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

ADDENDUM DATE: NOVEMBER 22, 2011

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

ITB Number: 1011-11 AAB

Revised Due Date: December 8, 2011 - 2:00 p.m.

Buyer: Amon Billups, amon.billups@kingcounty.gov, 206.263.9306

Alternate Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206.263.9305

This addendum is issued to revise ITB 1011-11 AASB, advertised November 3, 2011 as follows:

1. Change the bid due date from November 29, 2011 to, Thursday, December 8, 2011 at 2:00 p.m.
2. Subsection 4.14, Prevailing Wages, item 2; change to read as follows:
 2. This project is located in King, **Kitsap**, and/or Snohomish County; therefore, the King, **Kitsap**, and/or Snohomish County wage rates must be used.
3. Subsection 5.4, HVAC Maintenance Repair Service, Non-Scheduled, paragraph C; change to read as follows:
 - C. After the first hour of service, labor rates shall be prorated in **30 minute (1/2 hour)** increments.
4. Subsection 5.5, HVAC Equipment Inventory, Schedule 2, King County International Airport; **Delete in its entirety.**
5. Subsection 6.5, Pricing; replace with Subsection 6.5, Pricing, Addendum #1, attached.

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

6.5 Pricing

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

All labor rates shall be fully burdened and shall include labor, tools, equipment, overhead, profit, bond and insurance.

Bidders shall provide pricing in the schedules below. Inclusion of bidders standard rate sheet(s) are unacceptable and will be reason for rejection of the bid.

Rates shall include all travel costs. No separate charges for mileage or other associated travel costs will be allowed.

A. Scheduled Maintenance:

Item	Est. Qty.	Description	Annual Cost
1.	1 lt.	HVAC Maintenance, Scheduled, King County Roads Services Division (Equipment per Subsection 5.5, Schedule 1)	\$ <u>22,566</u> /Yr
2.	1 lt.	HVAC Maintenance, Scheduled, King County Office of Information Resource Management (Equipment per Subsection 5.5, Schedule 3)	\$ <u>9,338</u> /Yr
Total Price (A)			\$ <u>31,904</u>

B. Non-Scheduled Maintenance:

Item	Annual Est.	Description	Unit Price	Extended Price
1.	390 hr.	Maintenance/Repair Service, 7:00 a.m. – 5:00 p.m., Monday thru Friday (excludes Saturdays, Sundays and Holidays)	\$ <u>122</u> /Hr	\$ <u>47,580</u>
2.	150 hr	Maintenance/Repair Service, 5:01 p.m. – 6:59 a.m., Monday thru Friday (includes Saturdays and Sundays)	\$ <u>158</u> /Hr	\$ <u>23,700</u>
3.	120 Hrs	Maintenance/Repair Service, Holidays	\$ <u>193</u> /Hr	\$ <u>23,160.00</u>
Total Price (B)				\$ <u>94,440.00</u>

C. Parts and Materials Markup:

State the percent markup on the cost of parts and materials. Multiply the annual estimated usage amount times the percent markup offered. If no markup is offered enter 0% in the appropriate.

Item	Est. Annual Cost	Description	% Markup	Markup	Extended Price
1.	\$10,000.00	Parts and Materials	25 %	\$ 2500	\$ 12,500.00

Total Bid Price (A + B + C) \$ 138,844.00
 (insert total here and transfer to page 1)