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

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:
COLUMBIA BODY MFG INC
PO BOX 999

CLACKAMAS, OR 97015 United States
Fax: (1800) 6565064

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

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

CONTRACT

CONTRACT NO.	REVISION	PAGE
5468191	0	1 of 1

CREATION DATE	BUYER
12-JUL-2012	RENA JACKSON
DATE OF REVISION	BUYER

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
8828	NET30DAYS	Paid	DESTINATION	UPS	CHRIS FOSTER Telephone: (1800) 233-7119

DESCRIPTION

Furnish Three Axle Pup Trailer, to King County personnel as requested, during the period July 12, 2012 through July 11, 2017, in accordance with ITB #1197-12-RLJ and responding offer of Columbia Body Manufacturing, both incorporated by reference as if fully set forth herein.

Individual standard Purchase Orders with unique Purchase Order numbers referencing this Contract Purchase Agreement will be issued by King County to authorize the purchase and payment of Goods and Services.

All invoices must reference the individual Standard Purchase Order number to avoid delay in payments.

ORIGINAL

INVITATION TO BID
Addendum # 1

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

ADDENDUM DATE: June 14, 2012

ITB Title: Three Axle Pup Trailer

ITB Number: 1197-12-RLJ

REVISED Due Date/Time: **June 21, 2012 - 2:00 P.M.**

Buyer: Rena Jackson, rena.jackson@kingcounty.gov, 206-263-9385

Alternate Buyer: Rick Davison, rick.davison2@kingcounty.gov, 206-263-9307

This addendum is issued to revise the Original Invitation to Bid posted to the King County website on Thursday, May 31, 2012 as follows:

Changes are shown in **Bold.**

Change the **due date** from Tuesday, June 19, 2012 at 2:00 pm to **Thursday, June 21, 2012 at 2:00 pm.**

Delete: 5.3 Chassis

C. Wheels

1. ~~6- Each, 22.5 x 12.25 hub piloted, unpolished "Dura-Brite" aluminum.~~

Reference: Invitation to Bid, Subsection 5.3 Chassis, C. Wheels, 1.

REPLACE: 5.3 Chassis

C. Wheels

1. 6- Each, 22.5 x 12.25 hub piloted, unpolished "Dura-Brite" aluminum, **the County will accept machined wheels, if the Contractor provides manufacturers documentation showing the "Dura-Brite" product is available from Alcoa.**

Delete: 5.3 Chassis

D. Tires

~~Six (6) - Each; 385 /65 R22.5 Goodyear G287, double compound~~.

Reference: Invitation to Bid, Subsection 5.3 Chassis, D. Tires

REPLACE: 5.3 Chassis

D. Tires

Six (6) - Each; 385 /65 R22.5 Goodyear G287 **or approved equal**, double compound.

Delete: 5.4 Body Specifications, A. Body Floor and Under Structure, 2.

A. Body Floor and Under Structure

~~2. 8" x 4" x 188" A500 grade B rectangular tube long members with 1/2" vulcanized rubber truck frame buffer pad.~~

Reference: Invitation to Bid, Subsection 5.4 Body Specifications, A. Body Floor and Under Structure, 2.

REPLACE: 5.4 Body Specifications, A. Body Floor and Under Structure, 2.

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

ORIGINAL

A. Body Floor and Under Structure

2. 8" x 4" x 188" A500 grade B rectangular tube long members **or trapezoid of equal strength or greater,** with 1/2" vulcanized rubber truck frame buffer pad.

Delete: 5.4 Body Specifications, B. Dump body sidewalls and dash panel, 3.

B. Dump body sidewalls and dash panel

3. ~~Inner walls shall inner lock with front and rear corner posts.~~

Reference: Invitation to Bid, Subsection 5.4 Body Specifications, N. Pre-Delivery Servicing. 5.

REPLACE: 5.4 Body Specifications, B. Dump body sidewalls and dash panel, 3.

B. Dump body sidewalls and dash panel

3. Inner walls shall inner lock with front and rear corner posts **or design of equal strength or greater.**

Reference: Invitation to Bid, Subsection 5.4 Body Specifications, I. Tailgate (double wall design)

Delete: 5.4 Body Specifications

I. Tailgate (double wall design)

~~12. Spreader apron hardware to be mounted on corner posts.~~

Question: Sec 4.3 Contract Administration Fee 1%. We would like this to be excluded from the contract.

Reference: Invitation to Bid, Subsection 4.3 Contract Administrative Fee

Answer: The Contractor shall charge an additional 1% administration fee, when used by political subdivisions outside of King County's Departments, Divisions, or Agencies and the 1% administrative fee shall be paid directly to King County by the Contractor.

ORIGINAL

Invitation to Bid

King County

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

ADVERTISED DATE: MAY 31, 2012

Invitation to Bid (ITB) Title:	Three Axle Pup Trailer
ITB Number:	1197-12-RLJ
Due Date:	June 19, 2012 - 2:00 p.m.
Buyer:	Rena Jackson, rena.jackson@kingcounty.gov, 206-263-9385
Alternate Buyer:	Rick Davison, rick.davison2@kingcounty.gov, 206-263-9317

Furnish Three Axle Pup Trailers as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: $ 115,456.00

PRE-BID CONFERENCE
Date: June 7, 2012
Time: 10:00 am
Location:
Chinook Bldg, 3rd Floor, Dahlia Room
401 Fifth Avenue
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		
Columbia Body Manufacturing		
Address		City/State /Postal Code
P.O. Box 999 10037 S.E. Mather Rd.		Clackamas/OR/97015
Signature	Print name and title	
	Chris Foster, Product Manager	
Email	Phone	Fax
chrisf@columbiabody.com	5036563775	5036565064
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.

ORIGINAL

SECTION 1 Instruction to Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

The **original and two (2) copies of** this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original." Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

1.3 Electronic Commerce and Correspondence

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

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

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

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

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

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

1.9 Examination of Bid Documents

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

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

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

ORIGINAL

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 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

2.6 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.

2.7 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.

2.8 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."

2.9 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

3.3 Invoices and Payment

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

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted; or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are

subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

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

3.10 Indemnification and Hold Harmless

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

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

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

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

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform

Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter 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.

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SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately $500,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 Contract Administrative Fee

This contract is subject to an Administrative Fee (Fee), of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance with the 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 Title and Licensing Requirements

King County will be responsible for the licensing of its vehicles. The Contractor shall ensure that each vehicle is delivered with a completed title application and all other documents necessary for the licensing of the vehicle.

4.6 Pre-Delivery Inspection

King County performs its own PDI and is factory authorized to do so. When specifically requested, the Contractor shall perform Pre-Delivery Inspection in accordance with Subsection 5.6 of this solicitation and the manufacturer's instructions. Delivery of all vehicles shall be accompanied by a signed certificate/checklist of PDI indicating the vehicle has been properly prepared and serviced, when the Contractor performs the PDI. Failure to provide satisfactory pre-delivery service and/or completed checklist may result in the delay of vehicle acceptance and payment.

4.7 Federal Grant Requirement

This solicitation shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by a County entity utilizing federal grant funds, the Contractor will be required to sign and comply with the Federal Granting Authority's required documentation.

4.8 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. Technical Specifications

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SECTION 5 General Vehicle Specifications

5.1 Minimum Cab and Chassis Specifications

The following specifications are intended to describe the minimum requirements for a current year model three axle pup trailer with 13/15 yard body for use with paving equipment which shall include a board scale system compatible with existing King County truck scale systems.

All trailers shall be new, readily available, 2012 or current model year production equivalent in style, quality and appointments to those offered to the general public for which printed literature and specifications are available is acceptable. The trailer shall be supplied with accessories indicated as standard equipment (fleet) in the manufacturer's published literature and required equipment indicated in the contract.

Used, demonstration, rebuilt or remanufactured equipment is unacceptable. All items requested in the specifications shall be factory available; no aftermarket equipment shall be acceptable.

At a minimum, Year model changes by the manufacturer shall incorporate standard equipment from the 2012 model at no cost to the County.

All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in the specifications.

5.2 General Description

A. Three axle pup trailer compatible with and to be towed behind 10/12 dump trucks.

B. G.V.W.R. 43,500 lbs., Volumetric capacity of 13-15 cubic yards.

1. Exterior dimensions: Length 15.0'; Width 84".

5.3 Chassis

A. Frame construction shall be 3/8" Domex 100- 8" formed channel. All cross members components shall be "huck" bolted.

B. Front and rear cross members shall be ¼" open channel design

1. Mid frame cross members shall be three (3) pieces, Huck bolted, open box design.
2. Suspension Capacity 43,500 lbs for 3-axle group with a 9.6' minimum axle spacing.
3. 34" Wide - Hutch CH9700 Heavy Duty Suspension (365-01 springs) under mount cast hangers, 5" round 3/4" seats and straddle mount gusseting.
4. Three D22AX503-527 axles with 71½" track - 22,500 lb capacity.

C. Wheels

1. 6- Each, 22.5 x 12.25 hub piloted, unpolished "Dura Brite" aluminum.
2. Engler Hub Odometer on left rear.

D. Tires

Six (6) - Each; 385 /65 R22.5 Goodyear G287, double compound.

E. Service Brakes

1. Shall have 3-axle 4S2M ABS brake system.
2. Axles one and two sensed to control center axle.

3. Shall be Q-Plus, S-Cam Type brake system with Haldex automatic slack adjusters.
4. Rear brake cam shaft reinforcements with outboard mounted, lightweight brake drums.

F. Parking Brakes

Trailer shall have MGM 3030 spring brakes on all three axles.

G. Hitch Eye

Shall have removable swivel eye housed in a neoprene bushing.

H. Safety Cables

Documented ITSA approved safety cable system.

I. Drawbar

1. Shall be constructed Domex 100 formed channel with Huck bolted cross members.
2. Drawbar shall have a minimum 6' stretch with provision to lock in the fully extended and retracted positions.
3. Air slide to be a double air cam locking mechanism to be operated from the cab of the truck.
4. Shall be hinged with poly bushings and double acting cylinder style harmonic dampening system.
5. Tongue jack shall be easily replaced if damaged.
6. Shall have a flashing amber light centrally located on the draw bar that is visible from both sides.
7. Special attention shall be given to routing and connection of all air, electrical and hydraulic lines at the point that they pass from the inner drawbar tube to the outer.
   a. All lines shall be in a flexible, abrasion resistant covering.
   b. All lines shall be supported in a manner to allow for adequate ground clearance and support during extension or retraction of the drawbar.
8. Hydraulic hose shall be attached to a live swivel to allow the connection to "pivot" as drawbar is extended or retracted.
9. All lines shall be supported in a manner to allow them to move freely during the extension and retraction of the drawbar without rubbing on any part of the drawbar.

J. Air, Electric, Hydraulic Lines

Lines shall have bulkhead mounted fittings at front of tongue and hoses to rear of dump chassis with connections as listed.

K. Electrical System (12 Volt)

1. 7-pole heavy duty trailer connector wired to match existing King County truck plugs. Must have a second plug for antilock brake circuit including Phillips ISO3731 female plug for antilock brakes, power wire to be wired to center pin of plug (See Exhibit 1).
2. Shall include Vulcan sealed harness from rear hinge load cells and top pin of cylinder to end of tongue to plug in to existing Vulcan plug-in on rear of existing KC trucks.
3. 14 gauge 7 wire-sealed harness.
4. Sealed junction boxes at front and rear of trailer. Internal body wiring shall be fully enclosed in tubing, ends of tubing shall have plastic insulator to prevent chaffing of wires.
5. All wiring to be ran through rubber grommets when necessary to protect from sharp edges.
6. Scotch lock connectors and "butt connection" splices are not acceptable. All splices are to be soldered/sealed or done with "weather pack" connectors. Any corrections necessary shall be performed by King County staff and billed to manufacturer.

L. Air Glad Hands

Service and emergency air lines shall have Midland 11480 in-line filters or equal mounted at front of trailer to prevent air contamination.

M. Hydraulic Quick Disconnects

Disconnects shall be identical to existing King County Pup Trailers. Female hydraulic fitting for connection to vertical truck hydraulic coupler utilizing a straight swivel end.

N. Backup Lights

Two (2) each, Truck-Lite Super 40, frame mounted.

O. Backup Alarm

Shall be 87 db constant alarm Grote 73050 or approved equal.

5.4 Body Specifications

A. Body Floor and Under Structure

1. The dump body floor shall be formed from one piece of 3/16" AR 400 floor with 4" radius corners.
2. 8" x 4" x 188" A500 grade B rectangular tube long members with 1/2" vulcanized rubber truck frame buffer pad.
3. Rear cross member shall be formed from ¼" A572-50 high tensile steel and interlock with rear corner posts.
4. Front cross member shall be 4" by 5.4 lb structural channel and full width of dump body.
5. Floor cross supports between the front and rear cross-members are unacceptable.
6. Body overhang must be suitable for dumping into asphalt paving machine, approximately 15".

7. Mill certifications for body steel are required at time of delivery to customer.

B. Dump body sidewalls and dash panel

1. Sides shall be double wall design with a ¾" minimum space between the inner and outer walls.
2. The inner wall shall be one-piece 10 gauge A572-50 steel with formed top and bottom rails with two corrugations.
3. Inner walls shall inner lock with front and rear corner posts.
4. The outer walls shall be 12 gauge A607-50 formed ribbed design.
5. Dash panel shall be 10 gauge A572-50 high tensile steel with a formed top.
6. Hoist Tower shall be 3/16" Hardox AR400 or equal, with reinforcement angles.

C. Corner Posts

1. Rear corner posts shall be 3/16" A572-50 high tensile steel.
2. Rear corner posts shall inner lock with sidewalls and rear cross member.
3. Rear corner posts shall each have two Truck Lite LED 60 series stop tail turn lights with Truck-Lite LED 10 series rear and side marker lights.
4. Rear post shall have provision to mount a spreader apron.

D. Light Guides/Lights

1. Shall be ICC/DOT approved and located to meet current safety and visibility standards. All lights with the exception of backup shall be LED type.
2. Two (2) each side upper: LED stop/tail/turn recessed into vertical structure.
3. Two (2) each lower: back-up light; Truck-Lite, sealed beam, rubber mounted.
4. Frame mounted LED stop/turn on rear of chassis.

E. Walk Rails

1. Shall be sloped with horizontal full-length, 13 gauge, Grip-Strut ladder rung walkway on both sides of body. Ladder shall be located above rear tires on both sides and designed to NOT retain material and provide adequate toe clearance.
2. Shall have steps to access front of dump body mounted above left side frame rail.

F. Rear Hinge Assembly

1. Two (2) each, 2" hardened pins manufactured by Vulcan Scales.
2. The hinge bushing assemblies shall be full rap design.
3. The hinge bearing blocks shall be 1" A572-50 high tensile steel.
4. Pin shall be bolted in place to eliminate rotation.

G. Mud Flaps

Shall have proper clearance ahead of front axle and behind rear axle flaps shall be black and have front anti-sail brackets. Rear flaps shall be rubber to allow the flap to fold up above rear tires and be retained with a J-hook for paving operations.

H. Tarp

1. Contractor shall install King County provided Roll Rite tarping systems. Electric load cover system shall be operated from cab of truck, wired to use truck electrical power for actuation.
2. Control wiring shall be capable of connecting to rear of existing King County trucks with two wire forklift type plug.

I. Tailgate (double wall design)

1. The inner panel shall be 1/4 AR400.
2. The tailgate shall be framed with 4 x 4 x 120 tubing.
3. The tailgate shall have a 4 x 4 x 120 center rib.
4. The tailgate shall have an angle welded on the top tube to prevent material build up.
5. The outer panels of the tailgate shall be ribbed design.
6. The latch pins shall be 1" cold drawn AISI 1018 minimum.
7. The hinges arms shall be plasma cut 1" A514 (T1) steel plate.
8. The hinge blocks shall be plasma cut ½" A514 (T1) steel plate.
9. The hinge pins shall be 1" round cold drawn AISI 1018.
10. The hinge arms shall rest on top of the hinge blocks when the tailgate is latched.
11. Lifting d-ring mounted in the top center inside of gate.
12. Spreader apron hardware to be mounted on corner posts.

J. Tailgate Latch

1. The latch hooks shall be plasma cut ½" A572-50 high tensile steel. Cast latches not acceptable.
2. The tailgate trip rod shall be 1" cold drawn AISI 1018.
3. The trip rod shall be supported by four ¾" grease type bearing blocks.
4. The trip rod shall have an over center lock with adjustable linkage assemblies for both latch hooks using 5/8 high strength all thread and clevis. Shall also include stop blocks at lock assembly to control linkage travel past center.
5. The air trip cylinder shall be MGM model R4 number 5004013 (air open spring lock).

K. Hydraulic Lift Cylinder and Mounts

1. 6" single acting, multi stage cylinder shall allow for a 50 degree dump angle. Shall have a 1" hydraulic line minimum for hoist cylinder.
2. The lower mounting pin shall be 2" AISI 4140 turned, ground and polished. Pin shall be bolted in place to eliminate rotation.

3. The upper hoist bearing blocks shall be ½" A572-50 high tensile steel and provide ability to grease pin from the ground.
4. The upper hoist pin shall be provided by Vulcan Scales, ground and polished.
5. Greasing upper & lower cylinder with body down shall be possible.
6. Cylinder shall be installed so it can be bled in retracted position with easily accessible remote bleed valve.

L. Paint

The Contractor shall provide paint as specified to meet paint standards of all King County fleet.

1. All metal surfaces shall be free of contaminates that may cause loss of adhesion. (Grease, oil, etc.).
2. The first primer undercoat shall be a metal-etching primer (DuPont Met-o-loc) or equal.
3. The second primer undercoat shall be epoxy base, lead and chromate free.
4. The second primer undercoat shall have a film thickness of one 3 to 5 mils or greater when dry using DuPont (#1380) low VOC high solids epoxy primer.
5. Topcoat shall be DuPont Centari 5000 lead free paint, low VOC, high solids acrylic urethane.
6. Topcoat shall have a film thickness of 3 to 5 mils.
7. Substrates must be between 50 and 110 degrees in a controlled environment during the primer and paint application.
8. Compressed air supply must not exceed 20% humidity during the spray process; 2" wide reflective tape shall be installed along the lower edge of box and tailgate.

M. Manuals

Vendor shall furnish:

1. Two (2) operator manuals giving complete information and instructions regarding operation of Pup Trailer.
2. Two (2) Service Manuals giving detailed instructions for the maintenance and overhaul of the trailer and all components including electrical and pneumatic diagrams (schematic and actual) with proper identification in relation to the "as built" configuration of the trailer.
3. Two (2) parts lists/manuals per order, identifying all vehicle components including all purchased items. Identification shall be by nomenclature and description of exploded view drawings cross-related to the manufacturer's part. A cross reference chart indicating OEM part number in case of standard available items including size, type, style, etc.

N. Warranty

1. The entire trailer is to be covered by a twelve (12) month parts and labor warranty.
2. A full time complete parts and service facility offering factory authorized service and a parts supply adequate to perform complete repair is required. Facility must be

within a fifty (50) mile radius of the King County Department of Transportation, Fleet maintenance facility at:

155 Monroe Ave NE
Renton, WA 98056

3. Quote price for factory available warranty programs, above and beyond the base warranty, supply printed literature with bid.
4. Inspection of bidder's parts and service facility may be required before bid award.
5. King County shall be responsible for all warranty and recall work. The successful vendor shall reimburse King County for all warranty and recall work at current shop rate of $79.50 per hour. King County reserves the right to have seller perform warranty work at King County's discretion. Seller must accept responsibility and cost for transportation of unit King County to authorized repair facility and or field technician travel time to and from repairs for the base.
6. Warranty shall begin on the date the unit is placed into service, not delivery date. Vendor shall be notified of the "In Service" date.
7. Copies of all applicable warranties shall be submitted prior to bid award. Additional data entry form shall be completed and delivered with vehicle.

5.5 Miscellaneous:

A. A performance demonstration may be required before bid award. Performance demonstration shall be of unit per basic specifications.

B. All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.

C. The equipment shall have full dealer preparation and be ready for service when delivered.

D. Mill certifications for steel used in constructing the body shall be delivered with completed units.

5.6 Delivery Requirements:

A. The equipment shall have full dealer preparation and be ready for service when delivered.

B. The equipment shall be delivered with the following items. The equipment shall not be considered delivered until all of the items are received and accepted by King County Department of Transportation.

1. Title application for each unit delivered
2. Manufacturer's statement of origin for each unit delivered
3. Original billing invoice
4. Certified weight slip for machine
5. One (1) lube chart per order
6. One (1) **"complete"** technical service manual per order CD preferred
7. One (1) parts manual per order, CD preferred, including all as build
8. One (1) operator's manual per unit
9. One (1) complete set of filters to be supplied with each unit ordered

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SECTION 6 Bid Response

6.1 Rules of Price Evaluation

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

6.2 Sales Brochure

The Bidder shall provide the following information prior to bid award:

A. A sales brochure for each make and model being offered

B. Detailed design drawing and hydraulic schematics

6.3 Training

The Bidder shall provide a training course outline prior to bid award.

List of Training Courses:

A. The Contractor shall provide manufacturers approved factory training, conducted by professional instructor proficient in the operation of this equipment, for minimum two (2) technicians. The training shall cover all unit systems, maintenance, troubleshooting and diagnosis. The date and location of training shall be scheduled and confirmed prior to delivery of equipment.

   1. The date and location of training shall be specified when equipment is accepted.

B. The Contractor shall provide operators training covering familiarization and operation of all standard and optional equipment ordered for each unit.

   1. The date and location of training shall be specified when equipment is accepted.

6.4 Telephone Contact:

The Contractor shall provide a contact name and a direct telephone number that is toll free from the King County Department of Transportation. Electronic voice mail is not acceptable as an answering service.

Contact Name: Chris Foster

Telephone: 5036563775

6.5 Delivery

Delivery is required as soon as possible and not later than one hundred thirty-five (135) days after placement of an order. Bid prices shall include delivery, FOB destination, to the following location.

King County Department of Transportation
Attention: Bob Toppen
155 Monroe Ave NE
Renton, WA 98056

6.6 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 % - NA **Days, Net** NA

6.7 Estimated Quantities:

A. The items listed represent King County's anticipated approximate requirements and shall be used in the bid evaluation analysis. Quantities listed are to be purchased on an as needed basis.

B. The County shall be neither obligated by nor restricted to the quantities indicated.

6.8 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. The County may award the contract to the lowest responsive, responsible bidder for each Schedule. Parts other than those listed may be obtained under the terms of this contract.

The items listed represent King County's anticipated approximate requirements and shall be used in the bid evaluation analysis. Quantities listed are to be purchased on an as needed basis.

The County shall be neither obligated by nor restricted to the quantities indicated.

Item #	Estimated Annual Qty	Description	Unit Price	Extended Price
1	2 ea	3 Axle Pup Trailer Manufacturer: Columbia Body Manufacturing Model: 3 Axle Pup	$ 57,728.00	$ 115,456.00
			Total	$ 115,456.00

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6.9 References

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

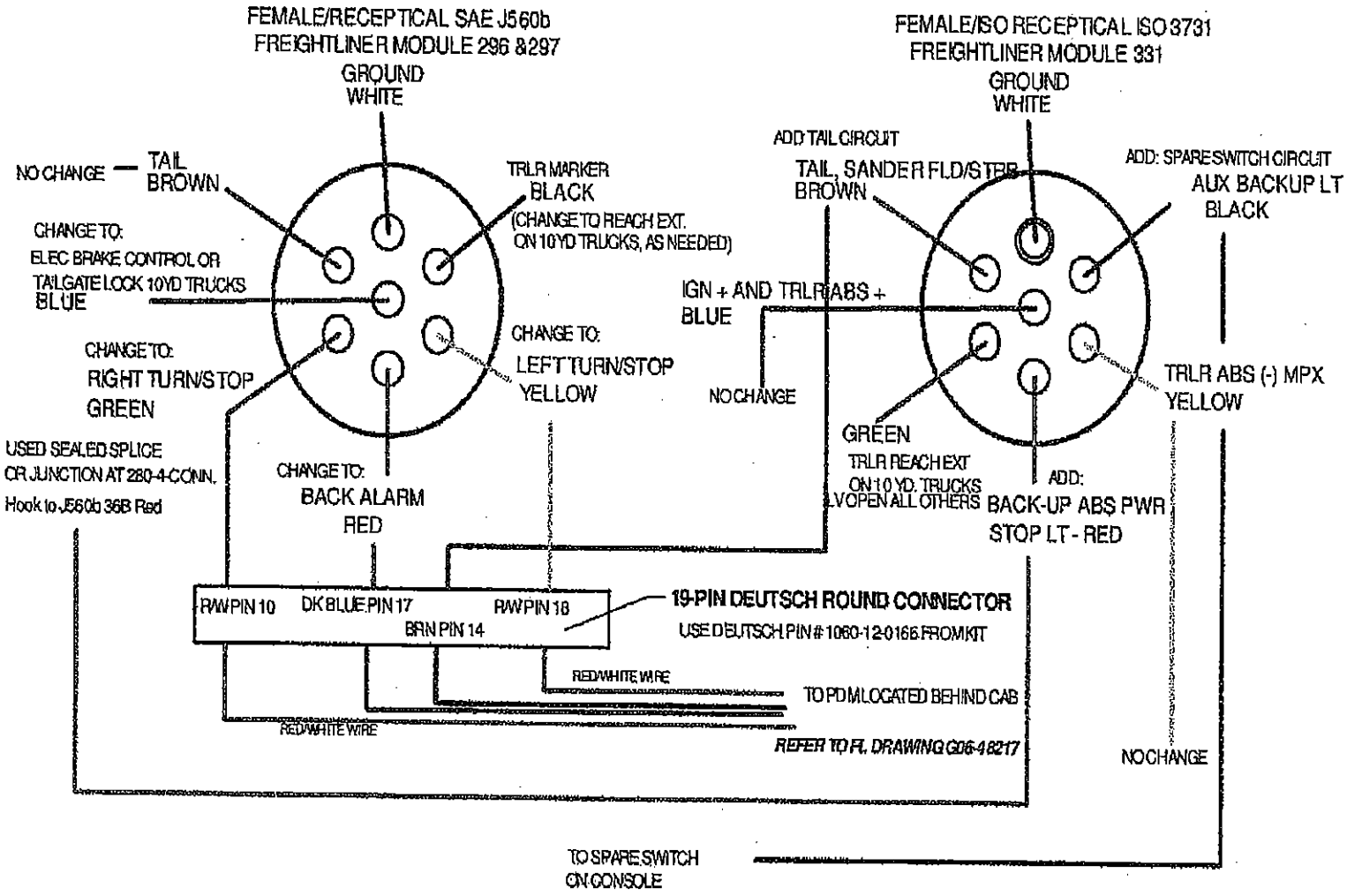
Company Name: Miles Sand and Gravel
Company Address: 6802 Canyon Rd. Puyallup, Washington
Company Phone: 2533773454
Contact Person: Andy Moisio
Dates: 2005-Present

Company Name: Randles Sand and Gravel
Company Address: 19209 Canyon Rd. East Puyallup, Washington
Company Phone: 2535316800
Contact Person: Dave Randles
Dates: 1999-Present

Company Name: Lakeside Industries
Company Address: 6600 230th Ave. Issaqua, Washington
Company Phone: 4257661635
Contact Person: Greg Nachatilo
Dates: 2007-Present

Company Name: Tristate Construction
Company Address: 8615 South 192nd, Kent, Washington
Company Phone: 2538728563
Contact Person: Tom Augustino
Dates: 2005-Present

KING COUNTY DOT STANDARD



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