

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      206-263-9400 Ph  
3rd Floor      206-296-7676 Fax  
401 5th Avenue      TTY Relay: 771  
SEATTLE, WA 98104      www.kingcounty.gov

**CONTRACTOR:**  
CEDAR GROVE COMPOSTING INC  
7343 E MARGINAL WAY S  
  
SEATTLE, WA 98108 United States  
Fax: (206) 8323030

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

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

CONTRACT		
CONTRACT NO. 5492288	REVISION 0	PAGE 1 of 1
CREATION DATE 18-SEP-2012	BUYER PAUL PRICE	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
369	NET30DAYS	Paid	DESTINATION	UPS	Telephone: (206) 832-3000

**DESCRIPTION**

**CONTRACT PURCHASE AGREEMENT**

CONTRACT HAS FEMA LANGUAGE.

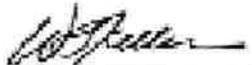
IRNISH YARD WASTE HAULING & PROCESSING FOR KING COUNTY PERSONNEL AS REQUESTED, DURING THE PERIOD OF NOVEMBER 1, 2012 THROUGH OCTOBER 31, 2017, IN ACCORDANCE WITH ITB #1158-12 AND RESPONDING BID OF CEDAR GROVE COMPOSTING INC., BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.

CONTRACT HAS FIXED PRICING FOR PER MILE HAULING RATES, PER TON PROCESSING RATES AND A PER MILE RATE FOR EMERGENCY HAULING (IF NEEDED). NO OTHER CHARGES OR SURCHARGES ARE ALLOWED.

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.

ESTIMATED ANNUAL CONTRACT VALUE \$250,000.

  
Authorized Signature

Schedule A - Yard Waste Hauling Charges					
Line Item	County Location	Cost per mile	Distance in miles	Est. Annual	Total Hauling costs
1	Bow Lake	\$5.11	15.16	350	\$27,113.66
2	Cedar Falls	\$4.25	23.55	80	\$8,007.00
3	Enumclaw	\$5.60	19.63	90	\$9,893.52
4	Shoreline	\$3.28	26.1	190	\$16,265.52
5	Vashon	\$9.02	30.5	30	\$8,253.30
6	Initial & Emergency	\$9.02		600	\$5,412.00
Total Bid Price for Schedule A					\$74,945.00

Schedule B - Yard Waste Processing/Marketing Pricing					
Line Item	Product Processed	Cost per Ton		Est. Annual	Total Processing
1	Yard Waste	\$48.50		10,100	\$489,850.00
2	Clean Wood	\$0.00		200	\$0.00
3	Mixed Food	\$63.00		50	\$3,150.00
4	Mixed Non-Organic	\$98.99		50	\$4,949.50
Total Bid Price for Schedule B					\$497,949.50

Schedule C - Metal Bin Rental					
Line Item	Size	Monthly Rental Rate	Enter the Brand	Estimated Months	Total Rental Costs
1	25 Cubic Yards	\$40.00	Capital Indus.	24	\$960.00
2	30 Cubic Yards	\$45.00	Capital Indus.	24	\$1,080.00
3	40 Cubic Yards	\$48.00	Capital Indus.	120	\$5,760.00
Total Bid Price for Schedule C					\$7,800.00

Total Bid price for Schedules A, B, & C					<b>\$580,694.50</b>
Total Bid Price					

ORIGINAL



King County

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

# Invitation to Bid

**ADVERTISED DATE: JULY 24, 2012**

Invitation to Bid (ITB) Title: Yard Waste Hauling & Processing from Recycling & Transfer Stations

ITB Number: 1158-12-PAP

Due Date: August 7, 2012 - 2:00 p.m. Pacific Time

Buyer: Paul Price, [paul.price@kingcounty.gov](mailto:paul.price@kingcounty.gov), 206-263-9309

Alternate Buyer: Mary Schumacher, [mary.schumacher@kingcounty.gov](mailto:mary.schumacher@kingcounty.gov), 263-9305

Furnish the hauling & processing of yard waste from County recycling & transfer stations as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

**TOTAL BID PRICE:** \$ 580,329.40

**NO PRE-BID CONFERENCE**

Sealed Bids are hereby solicited and will only be received by:  
King County Procurement Services Section  
Chinook Building, 3rd Floor  
401 Fifth Avenue  
Seattle, WA 98104  
Office Hours: 8:00 a.m. – 5:00 p.m.  
Monday - Friday

**BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.**

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Cedar Grove Composting, Inc.

Address

7343 E. Marginal Way S.

City/State /Postal Code

Seattle, WA 98108

Signature

Print name and title

J. Stephan Banchemo III

Email

JSB3@cgcompost.com

Phone

206-832-3096

Fax

206-832-3196

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.

JAN 12 2010

## **SECTION 1 Instruction to Bidders**

### **1.1 Introduction**

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

### **1.2 Bid Submittal Procedure**

The **original and one (1) copy** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

### **1.3 Electronic Commerce and Correspondence**

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

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

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

Full information on vendor registration is available at the website.

#### **1.4 Alterations to Document**

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

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

#### **1.5 Late Bids**

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

#### **1.6 Cancellation of ITB or Postponement of Bid Opening**

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

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

#### **1.7 Addenda**

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

#### **1.8 Questions and Interpretation of the ITB**

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

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

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

#### **1.9 Examination of Bid Documents**

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

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

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

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

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

### **1.11 Bid Withdrawal After Public Opening**

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

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

### **1.12 Cost of Bid and Samples**

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

### **1.13 Collusion**

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

### **1.14 Bid Effective Date**

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

### **1.15 Bid Price and Tax**

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

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

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

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

#### **1.16 Protest Procedures**

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

## **SECTION 2 Bid Evaluation and Contract Award**

### **2.1 Evaluation of Bids**

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

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**

If this Contract is a covered transaction for purposes of 49 CFR Part 29, 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 \$300,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4.2 Contract Term**

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

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

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

### **4.3 Contract Administrative Fee**

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

### **4.4 Price Revisions**

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

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

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

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

#### **4.5 Shipping Charges**

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

#### **4.6 Use Report**

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

#### **4.7 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.

#### **4.8 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.

#### **4.9 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**.

#### **4.10 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.

#### **4.11 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.

#### 4.12 Insurance Requirements

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

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

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

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

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

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

#### 4.13 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:

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>

This project is located in King and/or Snohomish County; therefore, the King and/or Snohomish County wage rates must be used.

The effective prevailing wage date is the same date as the bid due date as referenced in the original bid or RFP document or as revised per addenda.

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

## **SECTION 5 Federal & State Contracting Provisions**

### **5.1 Applicable Provisions**

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

**A. Equal Employment Opportunity**

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

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

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

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

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

**D. Rights to Inventions Made Under a Contract or Agreement**

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

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

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

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

Contractors who are awarded contracts of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

- H. Section 504 of The Rehabilitation Act, 1973, As Amended (29 U.S.C. 794)

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

- I. Americans With Disabilities Act (42 U.S.C. 12101, et seq.)

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

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

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

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

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

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

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

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

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

M. The Wild And Scenic Rivers Act Of 1968, As Amended (16 U.S.C. 1271 et seq.)

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

N. Coastal Zone Management Act Of 1972, As Amended (16 U.S.C. 1451 et seq.)

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

that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

- O. The Endangered Species Act Of 1973, As Amended (16 U.S.C. 1531 et seq.)

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

- P. The Reservoir Salvage Act Of 1960, As Amended By The Archaeological And Historic Preservation Act Of 1974 (16 U.S.C. 469 et seq.)

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

- Q. The Archaeological And Historical Data Preservation Act Of 1974 (16 U.S.C. 469 a-1 et seq.)

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

- R. The Safe Drinking Water Act Of 1974, As Amended (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349)

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

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

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

- T. The Solid Waste Disposal Act, As Amended By The Resource Conservation And Recovery Act Of 1976 (42 U.S.C. Section 6901 et seq.)

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

- U. The Fish and Wildlife Coordination Act Of 1958, As Amended (16 U.S.C. Section 661 et seq.)  
The Contractor must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.
- V. Relocation Assistance And Real Property Acquisition Policy, Chapter 8.26 RCW  
The Contractor shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.
- W. State Environmental Policy Act (SEPA), Chapter 43.21 (C) RCW  
The Contractor shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.
- X. Noise Control, Chapter 70.107 RCW  
The Contractor shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.
- Y. Shoreline Management Act Of 1971, Chapter 90.58 RCW  
The Contractor shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.
- Z. State Building Code, Chapter 19.27 RCW; Energy Related Building Standards, Chapter 19.27A RCW; And Provisions In Buildings For Aged And Handicapped Persons, Chapter 70.92 RCW  
The Contractor shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes.  
The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

AA. Open Public Meetings Act, Chapter 42.30 RCW

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

BB. Law Against Discrimination, Chapter 49.60 RCW

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

CC. Governor's Executive Order 89-10, December 11, 1989: Protection Of Wetlands, And Governor's Executive Order 90-04, April 21, 1990: Protection Of Wetlands

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

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

DD. Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By accepting this Contract, the Contractor certifies as follows:

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

## **SECTION 6 Technical Specifications**

### **6.1 Introduction to Specifications**

The intent of this invitation to bid is to establish a contract for the hauling of yard waste from King Counties Transfer Stations, the processing/marketing of yard waste, and the monthly rental of bins.

The purchase of these services is used by King County Solid Waste Division (SWD) at its transfer stations and drop box sites and broken down in the following three (3) schedules:

- Schedule "A" Yard Waste Hauling Service
- Schedule "B" Yard Waste Processing/Marketing Services
- Schedule "C" Yard Waste Bin Rentals

### **6.2 Schedule A - Hauling**

The Contractor shall provide drop box hauling services for recyclable yard waste collected in roll-off containers at SWD sites. The Contractor will haul full bins from the County collection sites to the materials receiving/processing facility. At the same time that full bins are removed from a SWD site, empty "switch out" bins will be delivered to the site such that all sites retain capacity to collect yard waste and wood waste during all site operating hours. King County reserves the right to add or subtract sites from the hauling schedule and change the designated hauler.

Schedule A may be subcontracted out. Bidder shall provide four (4) additional references for the subcontractor.

#### **A. Materials Accepted at the Transfer Stations & Drop Box Sites**

##### **1. Yard Waste**

Yard Waste includes but is not limited to: grass clippings, leaves, weeds, tree pruning, branches and trees four inches in diameter and under. Yard waste may include five (5) percent (%) or less food scraps or food-soiled paper.

##### **2. Clean wood waste**

Clean wood waste includes but is not limited to: mixed wood materials including clean dimensional lumber, plywood, pallets, wood chips, brush, trees, and branches over four inches in diameter. All materials will be restricted to a maximum of two feet in diameter and eight feet in length, unless otherwise negotiated.

##### **3. Mixed Loads**

Mixed food waste loads are those loads which include greater than five (5) percent (%) solid waste, food scraps or food-soil paper. The Contractor shall contact the County Project Manager or designee that the load is deemed mixed food waste load. The Contractor is required to document the mixed food waste load with photographs and communicate with the County Project Manager. Each mixed food waste load will be documented with 3 – 5 photographs. An incident report will be completed and sent to the Project Manager along with the photographs. Each photograph must include the following information: date load hauled; origin of load, time photograph taken; date photograph taken, weight of load; and percent food waste.

4. **Non-Organic Material**

Mixed non-organic loads are those loads which include great than 10% non-organic material such as plastic, metal and glass. The Contractor shall contact the County Project Manager or designee that the load is deemed mixed non-organic load. The Contractor is required to document the mixed non-organic load with photographs and communicate with the County Project Manager. Each mixed load will be documented with 3 – 5 photographs. An incident report will be completed and sent to the Project Manager along with the photographs. Each photograph must include the following information: date load hauled; origin of load, time photograph taken; date photograph taken, weight of load; and percent non-organic material.

**B. Requirements for Schedule A**

1. King County's standard roll-off boxes used for yard waste collection are located at the transfer station and drop box sites and the current Hauler's storage yard. Approximate box dimensions are: length 18 feet; width 8 feet; and volume 30 to 35 cubic yards. Currently approximately twenty (20) percent of the bins are County owned and the rest will be rented.
2. At the start of the Contract, the Hauling Contractor shall be responsible for moving empty (County owned and rented) switch-out bins to the Hauler's storage yard from the previous Hauling Contractor storage site or other King County location(s). The Contractor shall bill the County the per mile rate in Schedule A, line six (6) for initial hauling.

3. **Mileage Table**

The distance one way in driving miles between Processing Contractors location and the Counties location may be calculated by the bidder. The County will review the miles using Mapquest.com (or similar mapping service) adjust the miles if needed. The bidder shall list the complete address of their location(s) in Section 7.2.

Upon award of a Contract, King County will develop a mileage table to calculate the mileage (during the Contract term) from the King County transfer/drop box site to the Processing/Marketing Contractor's receiving facility. The mileage will be established from mapping information available at Mapquest.com. The Contract cost for haul from each Solid Waste Division site will be calculated from this established mileage and the Contract bid unit price per mile.

4. The Hauling Contractor may: 1.) Haul the King County roll-off box to the receiving/processing site or 2.) Use Hauler owned equipment to remove yard waste from the King County collection roll-off box and haul to the receiving/processing facility. If the Contractor elects to use own equipment to haul yard waste from transfer sites to receiving/processing site, the Contractor shall be able to store the switch-out bin at the Contractor's yard if the County so elects.
5. The Hauling Contractor shall be responsible for the correct handling of yard waste and any regulated or hazardous substances contained in the yard waste. Any hazardous waste shall be removed and disposed in accordance with all applicable state and federal regulations.

6. All yard waste shall be accepted "as-is" from the public. The County will make a good faith effort to ensure that materials collected are not mixed prior to collection by the Hauling Contractor.
7. The Hauling Contractor shall be available for hauling requests from at least 7:00 AM to 6:00 PM Monday through Friday and 10:00 AM to 4:00 PM Saturday and Sunday including all Holidays when the County sites are open to the public.
8. In addition to collection and transport of yard waste, the Hauling Contractor shall ensure the yard waste collection area is free of debris after the full bin has been pulled and prior to placement of the empty (switch-out) bin, or during time of removal of yard waste from the collection bin. These clean-up duties shall be performed the same day and time as the bin collection. Waste resulting from clean up shall be disposed of at the transfer station's waste disposal area during each site visit. The Hauling Contractor will not incur any cost to dispose of such waste at the transfer station or drop box.
9. If waste left at the site is household or other hazardous waste, the County shall be responsible for clean-up. The Hauling Contractor Driver identifying such materials shall immediately notify both the County site staff and the Hauling Contractor Driver Supervisor that such waste is present. In addition, The Hauling Contractor Driver Supervisor shall immediately notify the County Project Manager that such waste is present.
10. The yard waste will be delivered to the Receiving/Processing Contractor's facility by a County Hauling Contractor or in the case of Shoreline Transfer Station by SWD County staff. The Receiving/Processing Contractor shall be responsible for unloading of yard waste from a roll off box or other delivery equipment.
11. Response Time  
King County shall require the Hauling Contractor to provide roll-off box or material pickups as necessary for the County to maintain adequate yard waste collection capacity at each collection site. The County will dispatch the Hauling Contractor to the transfer site when the yard waste collection box is ready to be emptied or hauled to the receiving/processing facility. Calls for hauling dispatch made to the Hauling Contractor by 12:00 PM Noon in any business day shall be responded to same day, Calls made after 12:01PM shall be responded to the next business day before 12:00 PM Noon. Response includes holidays and weekends when the County transfer sites are open to the public.
12. A regular hauling schedule may be established for a specific County site if the volumes received at a site are such that a routine pickup schedule may be deemed to be effective. This schedule may be altered to meet the volume needs of the program by mutual agreement between the County and the Contractor at any time during the Contract period. The King County Project Manager shall be notified for approval of any schedule changes.
13. Unnecessary Hauls are defined as yard waste hauls not requested or previously scheduled by the County. Any costs incurred as a result of the Hauling Contractor performing unnecessary hauls shall not be paid by the County.

C. Emergency Hauling

In the case on an unforeseen Emergency or Disaster, the County may require the Contractor to haul yard waste or other items to/from different locations. The mileage rates in Schedule A, line six (6) shall apply and can be billed for every mile the County asks the Contractor to drive. Contractor shall respond within twenty-four (24) hours of being notified by the County. This service shall be available to every County Division/Department/Agency.

D. Estimated annual tons by site is:

<u>King County Site</u>	<u>Estimated Annual Tons</u>
Bow Lake Recycling and Transfer Station	6500
Cedar Falls Drop Box	350
Enumclaw Transfer/Recycling Station	450
Shoreline Recycling and Transfer Station	3100
Vashon Recycling and Transfer Station	90
Other Sites Delivered by County Staff	100

E. Yard waste will be collected at the following King County locations:

- Bow Lake Recycling and Transfer Station, 18800 Orillia Road South, Tukwila 98188
- Cedar Falls Drop Box , 16925 Cedar Falls Road Southeast, North Bend 98045
- Enumclaw Transfer and Recycling Station, 1650 Battersby Ave East, Enumclaw 98022
- Shoreline Recycling and Transfer Station, 2300 N 165<sup>th</sup> Street, Shoreline 98133 – Hauled by County Staff
- Vashon Recycling and Transfer Station, 18900 Westside Highway SW, Vashon 98070

**6.3 Schedule B - Yard Waste Processing/Marketing**

- A. Recycling of materials includes transforming, remanufacturing, reprocessing, composting or re-refining materials into usable or marketable products, and marketing or distributing these products or commodities for use other than landfill, incineration, stockpiling, or as a fuel. This definition does not include reuse of residues from treatment, destruction, incineration, or other methods of waste disposal. The Contractor shall provide processing/marketing services for recyclable yard waste materials delivered to the Contractor's receiving facility from a King County Solid Waste Division facility.
- B. The Processing/Marketing Contractor shall be responsible for the proper handling of materials and of any regulated or hazardous substances contained in the units. Any hazardous waste shall be removed and disposed in accordance with all applicable state and federal laws/regulations.
- C. The Processing/Marketing Contractor shall be available to receive materials from at least 7:00 AM to 6:00 PM Monday through Friday and 10:00 AM to 4:00 PM Saturday and Sunday including all holidays when the County sites are open to the public.

- D. The County's Hauling Contractor or authorized Solid Waste Division personnel shall deliver the materials to the receiving facility. Materials shall be delivered to the receiving/processing facility in standard roll-off boxes, Division owned trailers or other Hauler-owned equipment. It is estimated that twenty-five (25%) percent of the hauling is done by County Staff.
- E. The Processing/Marketing Contractor shall be responsible for the unloading of yard waste from the roll-off box or other delivery equipment and shall be included in the price per ton. At its option, the County may choose to use self-unloading trailers with "walking floors." If such equipment is used and operational, the Contractor will be relieved of the responsibility for unloading trailers.
- F. If any material collected from King County is processed at a facility outside the United States, the Processing/Marketing Contractor shall provide documentation to the County that the facility is sited, constructed, operated, and otherwise maintained in a way that protects human and animal health and the environment. Any such facility shall be not less protective than would be required by United States law for a similar facility.

#### **6.4 Schedule C – Bin Rental**

- A. Bin Rentals are billed per month and can be rounded up to the next full month. The Contractor shall bill monthly for a previous months rental period. The County can't pay in advance and invoices for rentals shall include the bin identification number and location.
- B. Rental rate includes maintaining the bin in good working order. If the County determines a bin is not in good working order, the Contractor shall replace the bin with-in one (1) day after request.
- C. Delivery of bins is required as soon as possible after receipt of order and no later than five (5) days. Removal of bins after cancellation of rental period is required as soon as possible after notification from the County's Project Manager and no later than five (5) days.
- D. The Contractor may bill for the delivery of new rented bins and for the removal of canceled bin rentals (one way) using the per mile rate in Schedule A, line six (6).
- E. Bin volume/sizes range from twenty-five (25) cubic yards to thirty (30) to forty (40) cubic yards. Currently approximately twenty (20) percent of the bins are County owned and the rest will be rented.

#### **6.5 General Contractor Requirements**

- A. The Contractor shall be responsible for the correct handling and transport of the yard waste and any regulated or hazardous substances contained in the yard waste.
- B. The Contractor shall be licensed, registered, bonded, and insured in the State of Washington.
- C. The Contractor shall notify the County in writing of any instances of non-compliance, citations or violations at a facility to which County material is sent or processed within thirty (30) days of receiving the notice from a regulatory authority. The Contractor shall also provide the County a photocopy of the final disposition of the non-compliance, citation, violation or other corrective action within thirty (30) days after such final disposition has been issued.

- D. The Contractor shall immediately report to the County any accidents to persons or property occurring upon County property. As soon after the accident as practicable, the Contractor shall submit to the County a detailed written report describing the accident, the damage caused and the probable cause(s) of the accident. The written report shall include diagrams and photographs, as applicable.
- E. The Contractor shall possess and remain in compliance with all required permits and licenses. In the event there is a change in a permit status the Contractor shall provide a written notice within five days of the change to King County's Project Manager. The Contractor shall comply with all applicable Federal, Washington State and Local Laws & Regulations. These include but are not limited to: Industrial Safety and Health Act, Occupational Safety and Health Act, safety including maximum noise levels for operators.
- F. The Receiving/Processing Contractor is responsible for unloading of yard waste from the roll-off box and shall be responsible for the correct handling of the yard waste and any regulated or hazardous substances contained in the yard waste.
- G. The acts or omissions in the chart below constitute a breach of this Contract and could result in Liquidated Damages. The liquidated damage amounts may be deducted from the invoice.

CRITERIA	ACTION OR OMISSION	LIQUIDATED DAMAGE
1. If the Solid Waste Division requests a haul, the Contractor shall provide service within 24 hours for requests made by 3:00 PM in any business day.	Failure to collect yard waste or wood waste within specified time frame.	\$100 per incident, per day
2. Cleanup of the collection area shall be performed the same day and time as collection.	Failure to provide cleanup of yard waste/wood waste collection area on the same day as collection.	\$100 per incident, per day
4. Contractor provides a faulty or malfunctioning roll-off container	Collection roll-off container does not properly function or is in disrepair when delivered to a collection site	\$100 per incident, per day
5. Damage to County-owned containers.	County-owned container is damaged during transport, unloading or placement of the container.	Contractor shall repair to King County satisfaction at no cost

## 6.6 Billing

- A. Payment for hauling of yard waste or wood waste shall be based on the actual number of hauls. The Contract unit price shall be applied.
- B. Original paper invoices shall be submitted on a monthly basis to the County Project Manager. The Contractor shall also provide such detailed information in digital format via e-mail or other format as mutually agreed upon by the Contractor and County Project Manager. Both the original paper and digital format of each invoice shall include the following:
  - Purchase order number/Contract price agreement number
  - Invoice number (must be a unique number for each successive invoice billed to County) and date
  - Chronological itemization of each haul between the County collection site to the Processing/Marketing Contractor receiving facility. This will be sorted alphabetically by the origin (County collection site) of each haul, and include: date of haul, the time in/out of the County site, the box identification number (DBXXX), documentation that provides a record of the exchange of materials between Hauling Contractor and Receiving Facility, such as a scale ticket or King County staff signed service ticket, for each haul, and Contract unit price per haul
  - Mixed loads may be billed at the mixed load rate after approval by the County's Project Manager
  - Total charge for billing period
  - If the Contractor does not have scales on site, the Contractor shall use the King County scale ticket to establish the load weight for billing purposes.
  - Invoices not including all required information may be subject to payment delays.

## 6.7 Reporting Requirements

The Contractor shall provide quarterly reports no later than fifteen (15) days after the end of the quarter. In addition, an annual report is due 15 days after the end of the calendar year. The reports shall include: tonnage by material (including mixed) by site.

**SECTION 7 Bid Response**

**7.1 Rules of Price Evaluation**

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. The County intends to the lowest, responsible, responsive bidder. The County also reserves the right to award to a Secondary Contractor.

**7.2 Bidder's Location(s) & Contact Information**

A. Processing/Marketing Location: Add additional page(s) if Contractor has more locations.

Physical Address: 3620 36th PI NE, Everett, WA 98201

Name of Contact Person: Bob Moselle

Email: bobm@cgcompost.com

Telephone No. (Local/Toll Free): 877-764-5748 UBI Number: 20-5198711

If the Contractor has more than one facility the facility or facilities that would be to the County's greatest benefit and least cost will be available to the County and the County Contracted hauler.

B. Primary Contractor's Location (if different): Add additional page(s) if Contractor has more locations.

Physical Address: 17825 Cedar Grove Rd. SE , Maple Valley, WA 98038

Name of Contact Person: Bob Moselle

Email: bobm@cgcompost.com

Telephone No. (Local/Toll Free): 877-764-5748

Name of Emergency Contact Person: Bob Moselle

Include an "emergency" phone number for service required outside of the hours of operation stated below.

Emergency Telephone No. 1-877-764-5748

Email: cgdispatch@cgcompost.com

State hours and days of operation:

Hours: 7:00 a.m. to 5:00 p.m. Days: Monday to Saturday

**7.3 Important dates**

ITB is advertised: ..... July 24, 2012

Questions due: ..... July 31, 2012 at 2:00 PM

ITB due date:..... August 7, 2012 at 2:00 PM



## 7.6 References

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

Company Name: Century Link Field  
Company Address: 800 Occidental Ave S., Seattle, WA 98134  
Company Phone: 206-386-3999  
Contact Person: Mike McFaul  
Dates: 5 + Years

Company Name: Safeco Field  
Company Address: 1250 1st Ave S., Seattle, WA  
Company Phone: 206-239-8413  
Contact Person: Scott Jenkins  
Dates: 5 + Years

Company Name: City of Seattle - SPU  
Company Address: 700 5th Ave #4600, Seattle, WA  
Company Phone: 206-684-4657  
Contact Person: Hans Van Dusen  
Dates: 10+ Years

Company Name: Safeway  
Company Address: 3520 Pacific Ave S., Auburn , WA  
Company Phone: 206-299-5260  
Contact Person: John / Michelle  
Dates: 6+ Years

ITB# 1158-12-PAP - Attachment 1 Pricing Sheet

Bidder Name: Cedar Grove Composting

Schedule A - Yard Waste Hauling Charges					
Multiple cost per mile by miles distance by annual hauls to obtain total price per line					
Line Item	County Location	Cost per mile	Enter distance in miles between Contractor's Processing Site & County Location (one-way)	Est. Annual Use	Total Hauling costs
1	Bow Lake	\$ 5.11	15.16 Miles	350 Hauls	\$ 26,827.50
2	Cedar Falls	\$ 4.25	23.55 Miles	80 Hauls	\$ 7,820.00
3	Enumclaw	\$ 5.60	19.63 Miles	90 Hauls	\$ 9,576.00
4	Shoreline	\$ 3.28	27.39 Miles	190 Hauls	\$ 16,826.40
5	Vashon	\$ 9.02	30.5 Miles	30 Hauls	\$ 8,118.00
6	Initial & Emergency Hauling	\$ 9.02		600 miles	\$ 5,412.00
Total Bid Price for Schedule A					\$ 74,579.90

Schedule B - Yard Waste Processing/Marketing Pricing					
Multiple cost per mile by miles distance by annual hauls to obtain total price per line					
Line Item	Product Processed	Cost per Ton		Est. Annual Tons	Total Processing Costs
1	Yard Waste	\$ 48.50		10,100	\$ 489,850.00
2	Clean Wood Waste	\$ -		200	\$ -
3	Mixed Food Waste	\$ 63.00		50	\$ 3,150.00
4	Mixed Non-Organic	\$ 98.99		50	\$ 4,949.50
Total Bid Price for Schedule B					\$ 497,949.50

**Schedule C - Metal Bin Rental**

Multiple rental rate per month by the Estimated Months for the total price per line					
Line Item	Size	Monthly Rental Rate	Enter the Brand and Model of Bins that will be rented	Estimated Months	Total Rental Costs
1	25 Cubic Yards	\$ 40.00	Brand/Model: Capital Industries	24	\$ 960.00
2	30 Cubic Yards	\$ 45.00	Brand/Model: Capital Industries	24	\$ 1,080.00
3	40 Cubic Yards	\$ 48.00	Brand/Model: Capital Industries	120	\$ 5,760.00
Total Bid Price for Schedule C					\$ 7,800.00
Add Pricing for Schedule A, B, & C and Enter Total Here and on Page One (1)					
Total Bid Price					\$ 580,329.40