



**KingCounty**

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

CNK-ES-0340  
3<sup>rd</sup> Floor  
401 5<sup>th</sup> Avenue  
SEATTLE, WA 98104

206-263-9400 Ph  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

**CONTRACTOR:**  
**FASTENERS INC**  
209 S CLOVERDALE STE D-43

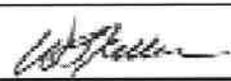
SEATTLE, WA 98108 United States  
Fax: (206) 8122083

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

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

CONTRACT		
CONTRACT NO. 5525805	REVISION 0	PAGE 1 of 1
CREATION DATE 18-DEC-2012	BUYER MARY SCHUMACHER	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
1224	1%20DAYS/NET30DA YS	Paid	DESTINATION, FREIGHT PAID	Best Way	Telephone: (206) 812-2080

DESCRIPTION
<p>Furnish Fasteners and Related Items as requested by authorized King County Agencies, Departments and Divisions during the period December 20, 2012 through December 19, 2017, in accordance with King County ITB 1319-12-MZS and responding bid of Fasteners Inc., both incorporated by reference as if fully set Forth herein.</p> <p>Estimated annual contract value is \$ 50,000.00</p> <p>This is not the authority for ordering specific goods and services. Individual standard purchase orders, with unique purchase order numbers, referencing this contract, will be issued that provide the authority for ordering.</p> <p>All invoices must reference the individual standard purchase order number, and not the contract agreement number, to avoid delay in payment.</p>
 _____ Authorized Signature

# Invitation to Bid



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

ADVERTISED DATE: NOVEMBER 8, 2012

Invitation to Bid (ITB) Title: Fasteners and Related Items  
ITB Number: 1319-12-MZS  
Due Date: November 27, 2012 - 2:00 p.m.  
Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305  
Alternate Buyer: Paul Price, paul.price@kingcounty.gov, 206-263-9309

Furnish Fasteners and Related Items in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 49,777.46

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	
<u>Fasteners Inc.</u>	
Address	City/State /Postal Code
<u>309 S. Cloverdale # D-43</u>	<u>SEATTLE, WA 98108</u>
Signature	Print name and title
	<u>DANIEL E. NORRIS, Regional Manager</u>
Email	Phone Fax
<u>D.Norris@gotbolts.com</u>	<u>206-812-2080 206-812-2083</u>
SCS/DBE Certification Number	

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

## **SECTION 1      Instruction to Bidders**

### **1.1      Introduction**

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

### **1.2      Bid Submittal Procedure**

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

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

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

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

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

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

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

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

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

Full information on vendor registration is available at the website.

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

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

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

#### **1.5 Late Bids**

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

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

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

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

#### **1.7 Addenda**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.13 Collusion**

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

### **1.14 Bid Effective Date**

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

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

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

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

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

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

### **1.16 Protest Procedures**

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

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

### **2.1 Evaluation of Bids**

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

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

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

### **2.2 Responsive and Responsible**

Responsive

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

Responsible

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

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

### **2.3 Financial Resources and Auditing**

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

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

### **2.4 Substitutions**

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

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other

data necessary for comparison. The county retains the sole right to accept or reject substitutions.

## **2.5 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.

- 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 this section 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. 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.
- D. 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.
- E. 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 Contractor 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 performing this Contract and 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 \$ 100,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4.2 Contract Term**

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

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

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

### **4.3 Contract Administrative Fee**

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

### **4.4 Price Revisions**

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

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

### **4.5 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 Packing Slips**

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that order and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

#### **4.7 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.

#### **4.8 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.

#### **4.9 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.

#### **4.10 Pricing of Spare Parts**

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

#### **4.11 Product Return**

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

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than two (2) years after the County's receipt of said goods.

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

#### **4.12 Hazardous Chemical Communication**

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet shall accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

#### 4.13 Insurance Requirements

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

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

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

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

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

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

## **SECTION 5 FEDERAL & STATE CONTRACTING PROVISIONS (FEMA)**

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

### **5.1 Equal Employment Opportunity**

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

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

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

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

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

### **5.4 Rights to Inventions Made Under a Contract or Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.24 Noise Control, Chapter 70.107 RCW**

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

**5.25 Shoreline Management Act of 1971, Chapter 90.58 RCW**

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

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

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

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

**5.27 Open Public Meetings Act, Chapter 42.30 RCW**

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

**5.28 Law Against Discrimination, Chapter 49.60 RCW**

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

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

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

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

**5.30 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

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

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

By accepting this Contract, the Contractor certifies as follows:

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

## **SECTION 6 FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

This Contract shall be partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between King County and the U.S. Department of Transportation, including all "flow down" provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

### **6.1 Changes in Federal laws, Regulations, Policies and Administrative Practices**

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

Ref: FTA Master Agreement MA (16), 10-1-2009, Section 2(c).

### **6.2 Federal Changes**

The Contractor agrees to comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

Ref: 49 CFR Part 18 and FTA Master Agreement MA (16), 10-1-2009, Section 2(c).

### **6.3 No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

Ref: FTA Master Agreement MA (16), 10-1-2009, Section 2(f).

### **6.4 Equal Employment Opportunity**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor

further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 621-634; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Parts 1625 and 1630; 41 CFR § 60-1.4, Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, " 49 CFR Part 25. .

## 6.5 Title VI Compliance

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation ("USDOT") — assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of

the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on DOT-assisted projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

#### 6.6 Disadvantaged Business Enterprise Requirements.

- A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal of thirteen percent (13%) for FTA assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.
- B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.
- C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).
- D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: <http://www.omwbe.wa.gov/directory/directory.htm>. Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**
- E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.
  - 1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.

2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces.
3. Commercially Useful Function. The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.
  - a. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.
  - b. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.
    - (1) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.
4. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:
  - a. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - b. **Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - (1) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - c. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a

long-term lease agreement and not on an ad hoc or contract-by-contract basis. The cost of the materials and supplies themselves shall be counted.

5. Purchases from a DBE. With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

## **6.7 Disadvantaged Business Enterprise and Other Small Business Participation**

The County encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

- A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
- B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
- C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiate in good faith with interested DBEs and other small businesses.
- E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
- F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

## **6.8 Cargo Preference - Use of U.S. Flag Vessels**

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor shall:

- A. Utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant

to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

- B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Ref: 46 USC § 1241; 46 CFR Part 381.

### **6.9 Fly America**

The Contractor agrees to utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers, to the extent such service is available, unless travel by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. . The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Ref: 49 USC § 40118; 41 CFR Part 10.131-10.143.

### **6.10 Audit and Inspection of Records**

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

Ref: 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FTA Master Agreement MA (16), 10-1-2009, Section 8 (c) and (d).

### **6.11 Buy America**

The Contractor agrees to comply with 49 USC § 5323(j), 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

General waivers are listed in 49 CFR 661.7 and include but are not limited to microcomputer equipment and Software for purposes of storing and processing data, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C), 5325(e)(f) and 49 CFR 661.11. Subcomponents, such as bus parts, may be foreign sourced. Such products are considered Buy America compliant.

Contracts in excess of \$100,000 require a Buy America Certificate, to be completed and submitted to the County with the bid, except those subject to a general waiver. A Contract that is not accompanied by a completed Buy America certification shall be rejected and subject to termination. This requirement does not apply to lower tier Subcontractors.

#### **6.12 Buy America General Waiver**

The procurement is exempt from FTA "Buy America" requirements in 49 USC § 5323(j), 49 CFR Part 661 because of a General Waiver.

In accordance with Appendix A to 49 CFR § 661.7 General Waivers (d), "Under the provisions of § 661.7(b) and (c) of this part, microcomputer equipment, including Software, of foreign origin can be procured by grantees."

#### **6.13 Access Requirements for Individuals with Disabilities**

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

#### **6.14 Interest of Members of or Delegates of Congress**

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

#### **6.15 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

This Contract is a covered transaction for purposes of 2 CFR part 1200. 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 2 CFR 1200, Subpart C and must include the requirement to comply with 2 CFR 1200, 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 2 CFR 1200, 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.

#### **6.16 Disclosure of Lobbying Activities**

Contracts in excess of \$100,000 require a Certificate of Lobbying Activities, to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it shall 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 the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

#### **6.17 False or Fraudulent Statements or Claims**

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC §

5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **6.18 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **6.19 Air Pollution**

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by FTA.

#### **6.20 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

##### **A. Environmental Protection**

The Contractor agrees to comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

##### **B. Air Quality**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 42 USC § 7606; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

##### **C. Clean Water**

The Contractor agrees to comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to

assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6.

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 33 USC § 1251.

F. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used unless the FTA makes the specific findings required by 49 USC § 303.

H. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Work should cause adverse environmental effects, the Contractor shall take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622, 23 CFR 774.

I. Wild and Scenic Rivers

The Contractor agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 USC §§ 1271 -1287, relating to protecting components of the national wild and scenic river system, with applicable implementing U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with applicable implementing U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR 8350.

**6.21 Preference for Recycled Products**

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

**6.22 Termination Provisions Required**

All Contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement.

Ref: FTA Circular 4220.1F § IV.2.b.

### **6.23 Breach Provisions Required**

All Contracts in excess of \$100,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

Ref: FTA Circular 4220.1F, § IV.2.B

## **SECTION 7 Technical Specifications**

### **7.1 Introduction of Specifications**

It is the intent of these specifications to describe the minimum acceptable performance standards for obtaining general purpose fasteners and related items. The Contractor shall supply and deliver general purpose fasteners and related items on an as needed basis as required by various King County Agencies, Departments and Divisions, including but not limited to: King County Department of Transportation (DOT) Transit Division (Transit), King County DOT Fleet Administration Division (Fleet), King County Wastewater Treatment Division (WTD), King County DOT Marine Division (Marine) and King County DOT Roads Maintenance Division (Roads).

King County is seeking bids on a wide variety of fasteners and related items through the submission of pricing for listed items and for a discount off the published Catalog price or Manufacturer's Suggested List Price (MSLP) for other related items not listed. The Contract for fasteners shall include, but is not limited to: anchors, nuts, bolts, washers, rivets, machine screws, sheet metal and wood screws, drywall and self drill screws.

#### **A. King County Transit**

Primary use of fasteners and related items is as follows:

1. Transit Vehicle Maintenance Shops  
Repair of buses.
2. Transit's Facilities Maintenance
  - a. Repair and maintenance of base buildings and property.
  - b. Repair of fuel, air and hydraulic systems, compressors, and steam equipment.

#### **B. King County Fleet**

1. Fleet Maintenance Shops

Primary use of fasteners and related items is to repair fleet vehicles and equipment.

#### **C. King County WTD**

Primary use of fasteners and related items is as follows:

1. WTD Facilities Service Section  
Maintenance of buildings and property
2. WTD Maintenance Section  
Repair and maintenance of pumps, motors, and hydraulic systems.

#### **D. King County Marine**

Primary use of fasteners and related items is to repair and maintain vessels.

#### **E. King County Roads**

Primary use of fasteners and related items is to repair or replace damaged fencing and guardrails.

## Minimum Requirements

### 7.2 Contractor Qualifications

To be eligible for award:

- A. Bidder shall be a bona fide distributor or dealer of the goods offered and shall have at least two (2) years prior successful experience providing the items described herein, with one (1) year being within the State of Washington. Bidder shall possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of this Invitation to Bid.
- B. Contractor's employees shall be knowledgeable in the products listed and shall assist purchasers in making cost effective purchases. Assistance includes but is not limited to suggesting new products and/or methods, economic order quantities and less costly substitutes of equal quality. Contractor shall ensure that their staff be responsive to County questions or concerns on invoicing discrepancies.
- C. The Contractor shall be required to support and maintain sufficient stock to ensure prompt receipt of the items ordered. The Contract involves products which are necessary to perform critical King County services. Any delay in order receipt could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.
- D. Contractor's Facility
  1. The Contractor shall be operating out of a commercial facility which shall be open, available and accessible a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 6:00 p.m. Seattle time Monday through Friday.
  2. The Contractor shall have the capability to provide will call service at one (1) or more facilities. Contractor shall have a facility located so that County personnel can pick up a will call order within one (1) hour of leaving their job site.

### 7.3 Fastener and Related Items

- A. Fasteners - General
  1. Bidder shall bid and supply their nationally known, first line, premium quality products.
  2. All fasteners shall be rated as Commercial and/or Industrial Grade.
  3. Fasteners supplied through this contract shall comply with all traceability legislation pursuant to the Fastener Quality Act, Public Law 101-592, Title 15 U.S.C. Chapter 80.
  4. Grade 2 Fasteners  
Grade 2 fasteners shall not be acceptable.
  5. Grade 5 and Grade 8 Fasteners
    - a. All Grade 5 and Grade 8 fasteners shall be certified to meet the mechanical and material requirements of SAE J-429 and ASTM 307 specifications.
    - b. Trace Certification
      - (1) If requested, Contractor shall be capable and agree to provide trace certification for Grade 5 and Grade 8 products.

- (2) For all deliveries/shipments of Grade 5 and Grade 8 materials, the packing slip shall indicate the "Manufacturer," "Location of Manufacturer" and "Lot Number" of the place of origin or an in-house control number that shall trace this information upon the County's request. This information shall be provided on the packing slip, or on additional sheets attached to and referencing the packing slip.

B. Metric Fasteners

A majority of the County buses have metric fasteners and Transit uses grade 8.8 and 10.9 bolts on a regular basis.

1. All metric fasteners shall comply with all applicable SAE and ASTM requirements.
2. Metric Bolts
  - a. Shall be marked with the property class and the manufacturers mark pursuant to ASTM F 568M.

Metric bolts marked with property class symbols that do not have the manufacturer's identification symbol in accordance with ASTM F 568M-04 shall be treated as suspect.

C. Fasteners for Roads Applications

Fasteners procured for roads maintenance or traffic maintenance, or as otherwise required, shall:

1. Meet AASHTO standards
2. Conform to the applicable requirements of the "Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction," latest edition, unless otherwise stated.

D. Bolts

1. Grade 5 and greater bolts shall be manufactured in accordance with SAE Standard J429.
2. Hex head bolts M5 and larger must have the property class marked on the head of the bolt, either in raised or depressed lettering.

E. Nuts

1. All nuts shall be certified to meet the mechanical and material requirements of SAE J995.
2. Grade 5 and Grade 8 Nuts  
All Grade 5 and Grade 8 nuts shall have grade specification identification markings on the nut.

F. Cap Screws

All cap screws shall have markings that identify the grade and comply with their respective ASTM/SAE specifications.

1. Grade 8  
All Grade 8 cap screws supplied under this Contract shall be of domestic (United States) manufacture.
2. Grade 5 and 8
  - a. All Grade 5 and Grade 8 cap screws and nuts shall be grade and manufacturer identifiable by "headmark."
  - b. King County will not accept any materials containing the headmarks "KS", "FM", "H", "M", "MS", "NF", "RT", "A", "J", "KY", "D", "E", "K", "S", "UN", "Y", "UNY," hollow triangle "Δ" (for Grade 8) or plain with no headmark.

G. Certification of Materials

1. The Contractor shall certify in writing on all packing slips that the materials supplied meet the requirements of this Contract. Copies of certifications shall be made available to King County upon request.

H. Packaging

1. Unless otherwise specified (as in the case of bin services), goods shall be packaged individually by item in quantities of 100 each or less, conforming to standard industry practice.
2. Quantities of less than 100 each per package shall be noted on the package.
3. All costs for packaging and or containers shall be borne by the Contractor.
4. All products shall conform to the provisions set forth in the federal, county, state and city laws for their product, handling, processing and labeling.
5. Packages shall be so constructed to ensure safe transportation to point of delivery.

**7.4 Other Related Items**

Any purchase order resulting from this ITB may be expanded to cover related items provided that such products are normally furnished by the Contractor. Contractor shall agree to provide related products using the same pricing structure as the items covered by this ITB in Subsection 8.5.

## 7.5 Automatic Bin Delivery / Stocking Requirements

Some County locations require or may require automatic bin delivery and stocking during the contract term. These locations with their respective requirements are listed below:

### A. Transit Division

The Contractor shall be responsible for an estimated 100-500 bins located at each transit base. The Contractor shall make regular on-site service calls at least one (1) time a week to inspect, maintain, and inventory each bin at the Transit Vehicle Maintenance facilities at the following locations:

#### 1. Atlantic Base/AM

Address:	1555 Airport Way South Seattle, WA 98134	
Shop Phone:	206-684-2717	
Delivery Hours	8:00 am – 4:00 pm	
Supervisor:	Mike Eeds	PH: 206-684-2714 Fax: 206-684-2720 Email: mike.eeds@kingcounty.gov
Chief:	Rick Mudge	PH: 206-684-2749 Fax: 206-684-2720 Email: rick.mudge@kingcounty.gov

#### 2. Bellevue Base/BM

Address:	1790 124 <sup>th</sup> Ave NE Bellevue, WA 98005	
Shop Phone:	206-684-2579	
Delivery Hours	8:00 am – 4:00 pm	
Supervisor:	Jeff Sattler	PH: 206-684-2559 Fax: 206-263-4592 Email: jeff.sattler@kingcounty.gov
Chief:	Willie Simpson	PH: 206-684-2579 Fax: 206-684-2523 Email: willie.simpson@kingcounty.gov

#### 3. Central Base/CM

Address:	640 S Massachusetts Ave Seattle, WA 98134	
Shop Phone:	206- 684-2743	
Delivery Hours	8:00 am – 4:00 pm	
Supervisor:	Bruce Lillquist	PH: 206-684-2743 Fax: 206-684-2740 Email: bruce.lillquist@kingcounty.gov
Chief:	Elaine Field	PH: 206-684-2789 Fax: 206-263-5157 Email: Elaine.field@kingcounty.gov

4. **Component Supply Center/CSC**

Address:	12200 E Marginal Way S Seattle, WA 98168	
Shop Phone:	206-684-2227	
Delivery Hours	8:00 am – 4:00 pm	
Supervisor:	Heather Kilborn	PH: 206-684-2229 Fax: 206-684-2289 Email: heather.kilborn@kingcounty.gov
Body Rebuild Section Chief:	Jack Woodworth	PH: 206-684-2217 or 684-2219 Fax: 206-684-2839 Email: jack.woodworth@kingcounty.gov

5. **East Base/EM**

Address:	1975 - 124 <sup>th</sup> Ave NE Bellevue, WA 98005	
Shop Phone:	206-684-2511	
Delivery Hours	8:00 am – 4:00 pm	
Supervisor:	Jeff Sattler	PH: 206-684-2540 Fax: 206-684-2561 Email: jeff.sattler@kingcounty.gov
Chief:	John Marcell	PH: 206-684-2566 Fax: 206-684-2591 Email: john.marcell@kingcounty.gov

6. **North Base/NM**

Address:	2160 N 163rd ST North 165 <sup>th</sup> St and I-5 Transit Exit Seattle, WA 98133	
Shop Phone:	206-684-2929	
Delivery Hours	8:00 am – 4:00 pm	
Supervisor:	Elie Kourdahi	PH: 206-684-2922 Fax: 206-684-2923 Email: elie.kourdahi@kingcounty.gov
Chief:	Warren Sanders	PH: 206-684-2929 Fax: 206-684-2927 Email: warren.sanders@kingcounty.gov

**7. Ryerson Base/RM**

Address:	1220 - 4 <sup>th</sup> Ave S Seattle, WA 98134	
Shop Phone:	206-684-2640	
Delivery Hours	8:00 am – 4:00 pm	
Supervisor:	Chris Parrott	PH: 206-684-2626 Fax: 206-684-2639 Email: chris.parrott@kingcounty.gov
Chief:	John Wishart	PH: 206-684-2634 Fax: 206-684-2639 Email: john.wishart@kingcounty.gov

**8. South Base/SM**

Address:	12100 E Marginal Way S Seattle, WA 98168	
Shop Phone:	206-684-2287	
Delivery Hours	6:30 am – 3:00 pm	
Supervisor:	Larry Ward	PH: 206-684-2296 Fax: 206-684-2295 Email: larry.ward@kingcounty.gov
Chief:	Vern Brendle	PH: 206-263-0205 Fax: 206-684-2295 Email: vern.brendle@kingcounty.gov
Administrative Specialist:	Beth Cheshier	PH: 206-684-2294 Fax: 206-624-2295 Email: beth.cheshier@kingcounty.gov

**9. Component Supply Center-Materials/CSM**

Address:	12200 East Marginal Way S Seattle, WA 98168	
Shop Phone:	206-684-2287	
Delivery Hours	8:00 am – 4:00 pm	
Supervisor:	Heather Kilborn	PH: 206-684-2229 Fax: 206-684-2289 Email: heather.kilborn@kingcounty.gov
Chief, Materials Management:	Bill Midgett	PH: 206-684-2271 Fax: 206-684-2831 Email: bill.midgett@kingcounty.gov

B. Fleet Administration Division

The Contractor shall be responsible for checking the stocking each maintenance shop listed below. The Contractor shall make regular on-site service calls one (1) time a month or as requested by Fleet Administration Division to inspect, maintain, and inventory each location:

1. K C ER&R (Renton maintenance shop)

Address:	155 Monroe Avenue NE, Building G Renton WA 98056	
Delivery Hours	7:00 am – 2:30 pm	
Contact:	Steve VanSickle	PH: 206-296-8164 Fax: 206-296-0912 Email: steve.vansickle@kingcounty.gov

2. Motor Pool Maintenance Facility (Georgetown maintenance shop)

Address:	707 S Orcas Street Seattle WA 98108	
Delivery Hours	7:00 am – 2:30 pm	
Contact:	Clive Stewart	PH: 206-296-5050 Fax: 206-296-8031 Email: clive.stewart@kingcounty.gov

C. Wastewater Treatment Division

The Contractor shall be responsible for checking the stock at each WTD treatment plant listed below. The Contractor shall make regular on-site service calls one (1) time a month or as requested by WTD to inspect, maintain, and inventory each locations:

1. KC WTD Westpoint Treatment Plant

Address:	1400 Utah St W, M/S WPM-NR0100 Seattle, WA 98199	
Delivery Hours:	7:00 am – 3:00 pm	
Contact:	Ross Yokoyama	PH: 206-663-3921 Fax: 206-263-3924 Email: ross.yokoyama@kingcounty.gov

2. KC WTD Renton Treatment Plant

Address:	1200 Monster Road, M/S RNP-NR0100 Renton, WA 98057	
Delivery Hours:	7:00 am – 3:00 pm	
Contact:	Regina Lee	PH: 206-663-3921 Fax: 206-263-3924 Email: ross.yokoyama@kingcounty.gov

D. Marine Division

The Marine Division may require bin stocking. The Marine division will contact the Contractor ten (10) days prior to the beginning of any bin stocking requirements. The Contractor shall inspect, maintain, and inventory the stock as directed at the Marine Division locations below:

Address:	Pier 50 801 Alaskan Way Seattle, WA 98104	Pier 48 or 101 Alaskan Way S Seattle, WA 98104
Delivery Hours:	7:00 am – 5:00 pm M – F - Call before delivery	
Shore side:	Mike Sanderson Esbert Burton	PH: 206-423-3875
Engineers:	Ron Mielke Vik Music Joe Blanks James Laitila	PH: 206-255-5884 PH: 206-255-5877
Ops & MaintenanceMgr:	Ron Panzero	PH: 206-255-7537 Fax: 206-684-1968 Email: ron.panzero@kingcounty.gov

E. Addition / Deletion of Locations

The County reserves the right to add or delete delivery locations based on the existing Contract pricing “as needed” during the Contract term.

F. Automatic Bin Delivery and Stocking

Upon arrival at each location the Contractor shall adhere to the following procedures:

1. Check-in with the Shop Supervisor or designated County representative when first arriving at the facility.
2. Inventory
  - a. The inventory shall never fall below the minimum and / or rise above the maximum quantities identified by each County facility.
  - b. The County will monitor the inventory to ensure Contract compliance.
  - c. There shall be no over stocking or storing of additional inventory/containers around the bins or anywhere else in the County's facility.
3. Bin Maintenance
 

Maintaining the bins shall also include:

  - a. Cleaning, and organizing the bin area,
  - b. Supplying and affixing new inventory labels to the County's bins at each County facility.

Labels shall identify the description, size and the County's purchasing (PUR) number, when applicable.

#### 4. Order Placement for Automatic Stocking

##### a. Order Form

- (1) Contractor shall submit a written order form to the King County Shop Supervisor or other designated County representative for approval and signature.

Contractor shall not fill any bins until written approval from the County has been obtained.

- (2) The order form shall contain the order date, description, name and part number, (if applicable), quantity for each line item, price, PUR number (if applicable) and County facility location.

##### b. Standard Purchase Order

- (1) The Shop Supervisor or designee will create a computerized standard purchase order referencing the Contract number.
- (2) The standard purchase order will identify the delivery date and authorize the supplier to begin placing the order and filling the bins.
- (3) The Contractor's Invoice shall reference in addition to the requirements in Subsection 3.3 the standard purchase order number, the King County contact name and phone number, the product quantity, description, part number, unit price, and total price.

## 7.6 Delivery

### A. Delivery Hours

Unless special delivery requirements have been pre-arranged or other delivery times have been established, deliveries shall be made during the normal work hours (Monday through Friday from 8 a.m. to 5 p.m. Seattle time).

The Contractor is responsible for coordinating with the County and carrier(s) the delivery schedule, shipping instructions and location delivery details. The County reserves the right to refuse shipment of deliveries made after normal working hours.

### B. Delivery and Will Call Requirements

Minimum quantity or truck load delivery requirements shall not be accepted under this contract.

#### 1. Standard In-stock Items

Delivery of standard in-stock items is required as soon as possible and not later than three (3) days after receipt of order.

#### 2. Non-Standard / Special Order Items

Delivery of non-standard special order items is required as soon as possible and not later than five (5) days after receipt of order.

#### 3. Emergency Orders

Emergency orders shall be provided within twenty-four (24) hours after receipt of an order by King County.

#### 4. Will Call

When the County indicates an immediate need for a "will call" order for product that is in stock, Contractor shall make the order a priority and make every effort to have orders ready for pickup within two (2) hours or less of order placement. Contractor shall call the County when the order is ready for pick up.

### 7.7 Catalogs and Price Lists

Upon request, the Contractor shall furnish, at no additional cost, the latest dated catalogs, published price lists and/or published manufacturer's net price lists, including specific technical information related to the products on this contract, to King County. Contractor shall supply the requested documents within two (2) weeks after the request from King County. Price lists can be in hard copy, CD or electronic format. When available, Bidders shall provide a separate sheet with the URL link to their website, online catalogs, price lists and any other relevant information.

### 7.8 Order Placement

A. Some King County Agencies, Departments and Divisions will issue standard purchase orders against the Contract to order any and all fasteners furnished under this Contract. Such orders may be issued at any time during the Contract period. All standard purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between any purchase order and this Contract, the terms and conditions of the Contract shall control.

#### 1. Contractor Order Confirmation

King County purchasing personnel shall receive an order confirmation from the Contractor, by line item, via FAX within twenty-four (24) hours of order placement. The Contractor shall also provide the expected delivery date(s) by line item at the time of order confirmation for standard in-stock orders or within three (3) working days after order confirmation for non-stock items. Orders not received by the expected delivery date are subject to complete or partial cancellation by King County without any penalty to the County.

#### B. Order and Delivery Plan

Prior to Contract award, the Contractor shall provide an order and delivery plan listing the contact names and phone numbers for ordering, expediting, and emergencies if different than the information required pursuant to Subsections 8.2 and 8.3.

C. The Contractor shall advise the County of any item that is not available or will be backordered at the time of order placement. King County shall immediately be notified by the Contractor if an existing order will be delayed or not delivered exactly as ordered.

### 7.9 iProcurement Requirements

A pre-award meeting will be conducted to discuss the scope of the iProcurement requirements. Upon award of a Contract, the Contractor shall, at a minimum, provide manufacturer's catalogs and/or price sheets for contracted products upon request. Contractor shall provide pricing in an MS Excel spreadsheet throughout the Contract term on a quarterly basis, or more frequently if required, for those items currently being purchased on Contract via email and/or CD to the buyer, Mary Schumacher.

## **7.10 Pre-Award Meeting**

Prior to award of a Contract, a meeting may be conducted with the apparent successful low responsive responsible Bidder and the County. The purpose of the meeting will be to discuss the requirements, scope of service, establish lines of authority and communication, and identify the duties and responsibilities of both parties.

## **7.11 Submittals**

Bidders shall submit the following forms with their Bid Submittal:

### **A. Buy America Certificate**

Bidders shall submit the completed Buy America Certificate (located at the end of this ITB) with their bid submittal. The completed Buy America certificate will not be accepted after the bid due date.

Fasteners are considered to be subcomponents. Please see item 5 under the Certificate of Compliance with Section 165(A) of the Buy America Certificate.

### **B. Lobbying Certificate**

Bidders shall submit the completed Lobbying Certificate (located at the end of this ITB) with their bid submittal.

### **C. Retail and Warehouse/Stocking Facility locations**

Bidders shall submit a list of their Retail and Warehouse/Stocking Facilities (see Subsection 8.3) with their bid submittal.

### **D. Attachment A – Pricing Sheet**

Bidders shall submit the completed Attachment A – Pricing Sheet with their bid submittal as directed in Subsection 8.5 Pricing.

**SECTION 8 Bid Response**

**8.1 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 order placement will not be accepted.

Bidders are cautioned **not** to alter the specification, pricing information section, and the terms and conditions of this Invitation to Bid (ITB). **Any alteration may render a bid non-responsive.** This means **do not** include your normal quote sheet as it may have terms and conditions that conflict with this ITB rendering your bid non-responsive.

**8.2 Bidder's Contact Information**

A. Primary Location

Physical Address: 309 S. CLOVERDALE #D-43, SEATTLE WA 98108

Mailing Address: SAME

Name of Contact Person: DAN NORRIS

Email: DNorris@gotbolts.com

Telephone No. (Local/Toll Free): 206-812-2080

Fax No. (Local/Toll Free): 206-812-2083

UBI No.: 328-045-841

Washington State Contractor's License (if applicable): \_\_\_\_\_

State hours and days of operation:

Hours: 7:30 a.m. to 5:00p p.m. Days: Monday to FRIDAY

B. Remit Address

309 S. CLOVERDALE #D-43

SEATTLE WA, 98108

**8.3 Retail and Stocking/Warehouse Facility Locations**

The Contractor shall attach a separate list of the location(s) for all facilities including the address, contact name(s), email(s), telephone number(s), and fax number(s), for each facility.

#### 8.4 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

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

Prompt pay discount offered 1 1/2 % - 20 Days, Net 30

#### 8.5 Pricing

Estimated quantities are the County's anticipated requirements during a one (1) year period and do not constitute a guarantee of work. Estimated quantities are used for bid evaluation purposes only. The unit price shall include all packaging, and all other costs associated with completing each order, except for delivery. **To be considered responsive, Bidders shall bid on all items in both Schedules 1 and 2.** Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed in Schedules 1 and 2.

Bidders shall submit pricing using Attachment A - Pricing, which contains Schedules 1 and 2. Attachment A shall be completed in accordance with the requirements in Subsection 8.5.A and 8.5.B. A hard paper copy of Attachment A shall be submitted as part of the sealed bid submittal **along with an electronic copy in MS Excel format on a disk (CD).**

##### A. Schedule 1 – Fasteners

Schedule 1 provides a representative list of the items to be purchased under this Contract. Other Related Items in addition to those listed in Schedule 1 may also be purchased under this Contract—see Subsections 7.4 and 8.5.B Schedule 2.

Contract pricing is based on a Discount off Manufacturer's Suggested List or Catalog Price (MSLP). To ensure equivalence, the base price for Schedule 1 shall be the MSLP or Catalog price. Using that as a basis, fill in the MSLP or Catalog Price, the Discount Percentage offered (if any), the Discount and the Unit Price. The **Discount Percentage(s)** offered shall remain constant for the entire term of this Contract. If no discount off is offered, enter 0% in the appropriate space. The **Discount** is calculated by multiplying the Discount Percentage and the MSLP or Catalog Price (if any). The **Unit Price** is calculated by subtracting the Discount from the MSLP or Catalog Price. Extend the total by multiplying the Estimated Annual Quantity times the Unit Price for each line item below. **In the event of a discrepancy between the MSLP or Catalog Price and the Discount, Unit Price and/or Extended Total, the MSLP or Catalog Price and Discount Percentage will prevail. If there is no Discount Percentage, then the MSLP or Catalog Price will prevail over the Unit Price and/or Extended Total.**

B. Schedule 2 –Other Related Items

The Discount offered for Other Related Items not specifically listed shall be consistent for all related product lines, product groups and supplies purchased under this Contract. For bid evaluation purposes Bidders shall assume the Estimated Annual Usage per year for Other Related Items as listed in Attachment A.

Bidders shall state the Discount Percent from MSLP or Catalog Price (if any) offered on Other Related MRO Items. The **Discount** is calculated by multiplying the **Estimated Annual Usage** quantity times the **Discount Percentage off MSLP or Catalog Price** (if any) offered. If no Discount Percentage off MLSP or Catalog Price is offered, enter 0% in the appropriate space. To calculate the **Extended Total**, subtract the Discount from the Estimated Annual Usage. **In the event of a discrepancy between the Discount Percent and the Discount and/or Extended Total, the Discount Percent will prevail.**

8.6 References

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

**References shall be submitted with bid.**

Company Name: Rottler Mfg.  
Company Address: 8029 S. 200<sup>th</sup> St. Kent, WA  
Company Phone: 253-872-7050  
Contact Person: Terry / Chris  
Dates: 2004 → Present

Company Name: Maximum Hydraulics  
Company Address: 4220 22<sup>nd</sup> Ave W. Seattle, WA  
Company Phone: 206-352-6869  
Contact Person: WADE  
Dates: 2010 → Present

Company Name: Oxbo International  
Company Address: 270 Birch Bay Rd. Lynden WA  
Company Phone: 360-354-1500  
Contact Person: Tim Burt  
Dates: 2006 → Present

Company Name: King County, Metro  
Company Address: 401 Fifth Ave (Rm 323) Seattle, WA  
Company Phone: 206-263-9280  
Contact Person: Various as per Location  
Dates: 2001 → Present

## Attachment A - Pricing Sheet

## Schedule 1 - Fasteners

Item No.	Est. Annual Qty	UOM	Description	MSLP or Catalog Price	Discount % off MSLP or Catalog Price	Discount	Unit Price	Extended Total
1	500	EA	Serrated Flange Bolt Zinc Plated, N.C., Grade 5, 3/8-16 X 3/4" 3476	\$0.37	70.00%	\$0.26	\$0.11	\$55.20
2	1300	EA	Serrated Flange Bolt Zinc Plated, N.C., Grade 5, 5/16 " X 1" 10115	\$0.35	70.00%	\$0.25	\$0.11	\$138.10
3	750	EA	Serrated Flange Bolt Zinc Plated, N.C., Grade 5, 5/16 " X 1-1/4 " 3366	\$0.33	70.00%	\$0.23	\$0.10	\$73.46
4	2000	EA	Serrated Flange Bolt Zinc Plated, N.C., Grade 5, 5/16-18 X 1" 10115	\$0.35	70.00%	\$0.25	\$0.11	\$212.46
5	1375	EA	Serrated Flange Bolt Zinc Plated, N.C., Grade 5, 5/16-18 X 1-1/4" 3366	\$0.33	70.00%	\$0.23	\$0.10	\$134.68
6	500	EA	Serrated Flange Bolt Zinc Plated, N.C., Grade 5, 5/16-18 X 1-3/4" 292211	\$0.44	70.00%	\$0.31	\$0.13	\$65.85
7	3250	EA	Serrated Small Flange Nut Zinc Plated, N.C., 5/16"-18 26463	\$0.10	66.00%	\$0.07	\$0.03	\$111.49
8	500	EA	Finish Nylon Lock Nut Plated, Certified, N.C., 1/2"-13 43121	\$0.33	66.00%	\$0.22	\$0.11	\$55.74
9	950	EA	Finish Nylon Lock Nut, N.C., 18-8 S/S, 1/4"-20 55946	\$0.20	66.00%	\$0.13	\$0.07	\$64.57
10	2850	EA	Finish Nylon Lock Nut Zinc Plated, N.C., 1/4"-20 55989	\$0.06	66.00%	\$0.04	\$0.02	\$59.50
11	1300	EA	Finish Nylon Lock Nut Zinc Plated, Certified, N.C., 3/8"-16 31828	\$0.19	66.00%	\$0.13	\$0.07	\$84.64

## Attachment A - Pricing Sheet

Item No.	Est. Annual Qty	UOM	Description	MSLP or Catalog Price	Discount % off MSLP or Catalog Price	Discount	Unit Price	Extended Total
12	1000	EA	Finish Nylon Lock Nut Plated, Certified, N.C., 5/16"-18 26689	\$0.14	66.00%	\$0.09	\$0.05	\$46.31
13	1500	EA	Finish Nylon Lock Nut Plated, DIN 985, M10 X 1.50 62673	\$0.27	65.00%	\$0.17	\$0.09	\$140.60
14	550	EA	Penta Security Nut, N.C., 18-8 S/S, 1/2"-13 317372	\$18.50	70.00%	\$12.95	\$5.55	\$3,052.50
15	1000	EA	Tamperproof Button Head Torx Barrel Nut, 18-8 S/S, 1/4"-20 X 3/4"(L) X 5/16" O.D. 316543	\$13.00	75.00%	\$9.75	\$3.25	\$3,250.00
16	450	EA	Extended Prong Cotter Pin, Zinc Plated, 1/8" X 2" 54750	\$0.11	66.00%	\$0.07	\$0.04	\$17.18
17	5500	EA	Southco Aluminum Drive Rivet, 3/8" X .688"(L) 316926	\$2.40	75.00%	\$1.80	\$0.60	\$3,300.00
18	2000	EA	Aluminum Magnalock Rivet, 1/4 ", .350-.625 Grip 61512	\$0.68	70.00%	\$0.48	\$0.20	\$409.20
19	1000	EA	Southco Aluminum Pin Grip Rivet, 3/8 " X 1/4 " 34132	\$2.59	70.00%	\$1.81	\$0.78	\$777.00
20	800	EA	Full Thread Stud, N.C., 18-8 S/S, 3/8 " X 1-1/2" 10451	\$4.35	65.00%	\$2.83	\$1.52	\$1,218.00
21	2225	EA	Cap Screw Zinc Plated, Grade 5, N.C., 1/4-20 X 3/4" 15289	\$0.10	70.00%	\$0.07	\$0.03	\$64.01
22	1925	RL	Cap Screw Zinc Plated, Grade 5, N.C., 1/4-20 X 1" 8450	\$0.11	70.00%	\$0.08	\$0.03	\$62.43

## Attachment A - Pricing Sheet

Item No.	Est. Annual Qty	UOM	Description	MSLP or Catalog Price	Discount % off MSLP or Catalog Price	Discount	Unit Price	Extended Total
23	1300	EA	Socket Head Cap Screw, N.C., 5/16-18 X 7/8" 51511	\$0.18	70.00%	\$0.13	\$0.05	\$70.24
24	1000	BX	Tamperproof Button Head Torx Cap Screw, N.C., 18-8 S/S, 1/4-20 X 1/2" 22507	\$0.97	65.00%	\$0.63	\$0.34	\$340.87
25	950	BX	Hex Head Cap Screw, N.C., 18-8 S/S, 1/4-20 X 1" 38765	\$0.29	65.00%	\$0.19	\$0.10	\$95.69
26	800	EA	Cap Screw Zinc Plated, Grade 5, N.C., 3/8-16 X 1-1/4" 49558	\$0.27	70.00%	\$0.19	\$0.08	\$63.60
27	775	EA	Cap Screw Zinc Plated, Grade 5, N.C., 1/4-20 X 2-1/4" 40305	\$0.21	70.00%	\$0.15	\$0.06	\$48.38
28	675	EA	Cap Screw Zinc Plated, Grade 5, N.C., 5/16-18 X 1" 4140	\$0.15	70.00%	\$0.11	\$0.05	\$30.62
29	625	EA	Cap Screw Zinc Plated, N.C., Grade 5, 3/8-16 X 1" 56121	\$0.22	70.00%	\$0.15	\$0.07	\$41.27
30	550	EA	Button Head Keyed-Lok Cap Screw, 18-8 S/S, 1/2"-13 X 1-1/2" 317371	\$21.50	75.00%	\$16.13	\$5.38	\$2,956.25
31	500	EA	Cap Screw Zinc Plated, N.C., Grade 5, 1/4 " X 2-1/4" 40305	\$0.21	70.00%	\$0.15	\$0.06	\$31.22
32	1950	EA	Pan Head Phillip Teks-2, Zinc Plated, 8-18 X 1/2" 18776	\$0.04	75.00%	\$0.03	\$0.01	\$21.01
33	675	EA	Pan Head Phillips Machine Screw, 18-8 S/S, 10-32 X 3/4" 18620	\$0.17	65.00%	\$0.11	\$0.06	\$40.78
34	625	EA	Flat Head Phillips Machine Screw Zinc Plated, 1/4-20 X 5/8"	\$0.17	80.00%	\$0.14	\$0.03	\$21.83

## Attachment A - Pricing Sheet

Item No.	Est. Annual Qty	UOM	Description	MSLP or Catalog Price	Discount % off MSLP or Catalog Price	Discount	Unit Price	Extended Total	
				32813					
35	500	EA	Flat Head Phillips Machine Screw, 18-8 S.S., 1/4-20 X 5/8"	32763	\$0.17	65.00%	\$0.11	\$0.06	\$30.56
36	500	EA	Pan Head Phillips Machine Screw, Nylon, 8-32 X 3/4"	100034	\$0.17	65.00%	\$0.11	\$0.06	\$30.03
37	4,250	EA	Pan Head Phillips Tap Screw, 18-8 S/S, #8 X 5/8"	36067	\$0.11	65.00%	\$0.07	\$0.04	\$162.44
38	1,250	EA	Flat Head Phillips Thread Cutting Screw, Zinc Plated, 1/4-20 X 1 1/2"	28792	\$0.27	80.00%	\$0.22	\$0.05	\$67.80
39	500	FT	Pan Head Phillips Thread Cutting Screw, Type F, Zinc Plated, 1/4-20 X 1-1/2"	17764	\$0.14	80.00%	\$0.11	\$0.03	\$14.02
40	1,500	FT	Hex Washer Head Slotted Thread Cutting Screw, Type "F", Black Oxide, 10-32 X 1"	323705	\$0.93	80.00%	\$0.74	\$0.19	\$279.00
41	2,500	EA	Flat Head Square Drive Woodex Screw, Envirocoat Green, #7 X 1-1/4"	49951	\$0.04	65.00%	\$0.03	\$0.01	\$35.00
42	32,400	EA	Pan Head Square Drive Teks-2, 410 S/S, 10-16 x 1-1/2"	98212	\$0.40	65.00%	\$0.26	\$0.14	\$4,536.00
43	7,500	FT	Hex Washer Head Teks-3 W/Sealing Washer, Zinc Plated, 1/4-14 X 1-1/4"	26138	\$0.17	65.00%	\$0.11	\$0.06	\$443.63
44	5,000	EA	Flat Head Square Drive Woodex Screw W/Nibs, TY-17, Envirocoat Green, #8 X 2"		\$0.07	65.00%	\$0.04	\$0.02	\$114.63

## Attachment A - Pricing Sheet

Item No.	Est. Annual Qty	UOM	Description	MSLP or Catalog Price	Discount % off MSLP or Catalog Price	Discount	Unit Price	Extended Total	
				1456					
45	2,500	EA	Pan Head Square Drive Teks-2, 410 S.S, 10-16 X 3/4"	9214	\$0.44	65.00%	\$0.29	\$0.15	\$387.36
46	1,500	EA	Pan Head Phillips Teks-3, Zinc Plated, 10-16 X 3/4"	40169	\$0.07	65.00%	\$0.05	\$0.03	\$38.80
47	3,500	EA	Socket Set Screw, N.C., 18-8 S/S - Cup PT.B3124, 5/16-18 X 3/4"	56090	\$0.42	70.00%	\$0.30	\$0.13	\$445.20
48	1,500	EA	Fender Washer, Black Oxide, 3/16" x 1"	323707	\$0.22	70.00%	\$0.15	\$0.07	\$98.78
49	850	EA	Fender Washer, Zinc Plated, 1/4" X 1 1/4"	56467	\$0.08	70.00%	\$0.06	\$0.02	\$20.07
50	800	EA	Fender Washer, Zinc Plated, 3/16" X 1"	5928	\$0.04	70.00%	\$0.03	\$0.01	\$10.42
51	600	EA	Fender Washer, Zinc Plated, 1/4" X 1"	58093	\$0.05	70.00%	\$0.04	\$0.02	\$9.63
52	600	EA	Fender Washer, 18-8 S/S, 1/4" X 1-1/2"	51140	\$0.55	70.00%	\$0.38	\$0.16	\$98.32
53	2,050	EA	Flat Cut Washer, 18-8 S/S, 1/4"	34944	\$0.08	70.00%	\$0.06	\$0.02	\$51.23

## Attachment A - Pricing Sheet

Item No.	Est. Annual Qty	UOM	Description	MSLP or Catalog Price	Discount % off MSLP or Catalog Price	Discount	Unit Price	Extended Total
54	1,925	EA	Flat Cut Washer, Zinc Plated, 3/8" 19239	\$0.05	70.00%	\$0.04	\$0.02	\$29.63
55	1,850	EA	Flat Cut Washer, Zinc Plated, 1/4" 31328	\$0.02	70.00%	\$0.02	\$0.01	\$12.65
56	1,500	EA	Flat Cut Washer, 18-8 S/S, 1-7/8" X .812 X .109 Nominal Thickness, 3/4" 2630	\$1.50	70.00%	\$1.05	\$0.45	\$676.35
57	950	EA	Flat Cut Washer, Zinc Plated, 5/16" 57705	\$0.04	70.00%	\$0.03	\$0.01	\$10.63
58	775	EA	Flat Cut Washer, 18-8 S/S, #10 ID X 9/16" OD 60463	\$0.11	70.00%	\$0.07	\$0.03	\$24.46
59	750	EA	Flat Cut Washer, 18-8 S/S, 5/16" 4748	\$0.11	70.00%	\$0.08	\$0.03	\$25.72
60	750	EA	Flat Cut Washer, 18-8 S/S, 3/8" 40141	\$0.16	70.00%	\$0.11	\$0.05	\$35.01
61	4,000	EA	Hardened Washer, A-325, Clear Zinc, 1/4" 12023	\$0.07	70.00%	\$0.05	\$0.02	\$81.00
62	3525	EA	Hardened Washer, A-325, Clear Zinc, 3/8" 17309	\$0.09	70.00%	\$0.06	\$0.03	\$93.27
63	2,000	EA	Hardened Washer, A-325, Clear Zinc, 5/16" 47314	\$0.07	70.00%	\$0.05	\$0.02	\$44.52
64	750	EA	Hardened Washer, A-325, Clear Zinc, 1/2" 61011	\$0.19	70.00%	\$0.13	\$0.06	\$42.26

Item No.	Est. Annual Qty	UOM	Description	MSLP or Catalog Price	Discount % off MSLP or Catalog Price	Discount	Unit Price	Extended Total
65	625	EA	Hardened Washer, A-325, Clear Zinc, 7/16" 52310	\$0.11	70.00%	\$0.08	\$0.03	\$21.15
66	6,400	EA	Medium Lock Washer, Zinc Plated, 1/4" 21569	\$0.03	70.00%	\$0.02	\$0.01	\$59.71
67	2,150	EA	Medium Lock Washer, Zinc Plated, 3/8" 26908	\$0.07	70.00%	\$0.05	\$0.02	\$42.38
68	1,650	EA	Medium Lock Washer, 18-8 S/S, 1/4" 21532	\$0.09	70.00%	\$0.06	\$0.03	\$45.00
69	700	EA	Medium Lock Washer, #10, Zinc Plated 24184	\$0.03	70.00%	\$0.02	\$0.01	\$6.17
<b>Schedule 1 Total</b>								<b>\$25,277.46</b>

**Schedule 2 - Other Related Items**

Item No.	Est. Annual Usage	Description	Disc. % from Retail Shelf Price	Discount	Extended Total
1	\$70,000.00	Other Related Items	65%	\$45,500.00	\$24,500.00

**Total Bid Price ( Schedules 1 + 2 ) \$49,777.46**

Transfer Total to Cover Page