KingCounty

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

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

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

CONTRACTOR:
AUTOMATED EQUIPMENT CO INC
AUTOMATED GATES & EQUIPMENT
10847 E MARGINAL WAY S
TUKWILA, WA 98168 United States
Fax: (206) 7679077

CONTRACT

CONTRACT NO.	REVISION	PAGE
5622498	1	1 of 1

CREATION DATE	BUYER
18-OCT-2013	MARY SCHUMACHER
DATE OF REVISION	**BUYER**
24-OCT-2013	MARY SCHUMACHER

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

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

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
2866	NET30DAYS	Paid	DESTINATION	Best Way	Telephone: (206) 767-9080

DESCRIPTION

Furnish High Traffic Commercial Gate Operators including Installation, Maintenance, Repairs and Parts as requested by authorized King County Agencies, Departments and Divisions during the period October 21, 2013 through October 20, 2018, in accordance with King County ITB 1069-13-MES and responding bid of Automated Equipment Company dba Automated Gates & Equipment, both incorporated by reference as if fully set forth herein.

Estimated Annual Contract Value is $20,000.00

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.

All invoices must reference the individual standard purchase order number, and not the contract agreement number, to avoid delay in payment.

Authorized Signature

Invitation to Bid

King County

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

ADVERTISED DATE: SEPTEMBER 10, 2013

Invitation to Bid (ITB) Title:	High Traffic Commercial Gate Operators including Installation, Maintenance, Repairs and Parts
ITB Number:	1069-13-MES
Due Date:	September 26, 2013 - 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 High Traffic Commercial Gate Operators including Installation, Maintenance, Repairs and Parts in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: $ 18,140.00

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 Automated Equipment Company dba Automated Gates & Equipment		
Address 10847 E. Marginal Way S	City/State /Postal Code Seattle, WA 98188	
Signature Debra Hamilton	Print name and title Debra Hamilton, Service Manager	
Email debrah@aegates.com	Phone 206-767-9080	Fax 206-767-9077
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.

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

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

2.5 Substitutions

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

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

2.6 Forms Required Before Contract Award

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

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

*If not on file with the County

2.7 Rejection of Bids

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

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

2.8 Single Bid Receipt

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

requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

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

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

2.10 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies 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 Subcontractor 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 Subcontractor, 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

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the Contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the Contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The Contractor shall not invoice the Fee to any contract user.

3.16 Environmentally Preferable Product Procurement 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 18.20).

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

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

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

D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with Subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at http://www.kingcounty.gov/bdcc.

G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the 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 **$25,000.00**. 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 Price Revisions

A. Services

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

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

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

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

B. Goods

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.

4.4 Shipping Charges

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

4.5 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.

4.6 Use Report

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

4.7 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The Bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the Bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.8 Warranty Remedies

Whenever possible, the Contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.9 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.

4.10 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.

4.11 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 (CA S) 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.

4.12 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and:

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Contractor shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the Subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

4.13 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

4.14 Non-Disclosure Obligation

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4.15 Insurance Requirements

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

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

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

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

Employers Liability Stop Gap: $1,000,000

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

4.16 Prevailing Wages

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

A. State of Washington prevailing wage rates published by the Washington State Department of L&I (L&I) are obtainable form the L&I website address:

- https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

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

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

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

SECTION 5 Technical Specifications

5.1 Introduction

The purpose of this solicitation is to establish a contract for High Traffic Commercial Gate Operators including Installation, Maintenance, Repairs and Parts as requested by various King County Departments, Divisions and Agencies. This contract does not include installation of new gates and their operators. The County currently has various gate operators located at sites throughout the County. These operators include, but are not limited to, the following brands: Elite, HySecurity, Chamberlain Elite, and Door King.

5.2 Hours of Operation

A. Normal Working Hours

1. King County Departments, excluding King County Roads Department:
   a. 8:00 a.m. – 4:30 p.m. Pacific Time Monday through Friday.
2. King County Roads normal working hours are:
   a. September through April, Monday through Friday 7:00 a.m. – 3:30 p.m. Pacific Time; and
   b. May through August, Monday through Thursday 6:00 a.m. to 4:30 p.m. Pacific Time.

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

5.3 Site Locations for Preventative Maintenance Services

A. KC Department of Transportation (DOT) Road Maintenance and Traffic Operations Section (Roads)

Site Name	Address	Brand	Type of Operator	No. of Gates
Road Services, Maintenance & Operations	155 Monroe Ave NE Renton, WA	Chamberlain Elite	Slide	1
Road Services, Traffic Operations	16317 SE 165 ST Renton, WA	Chamberlain Elite	Slide	1
	NE 42nd Way & NE 42nd ST Sammamish, WA	Chamberlain Elite	Swing	1
	NE 51st ST & 191st PL NE Sammamish, WA	Chamberlain Elite	Swing	1

5.4 Building Additions and Deletions

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

5.5 Site Access

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

Minimum Requirements

5.6 Contractor Requirements

A. The Contractor shall be licensed, registered, bonded and insured and have at least five (5) recent consecutive years of installation, design, maintenance and repair of Elite, Chamberlain Elite and HySecurity gates in Washington State. The Contractor shall provide written evidence of compliance within five (5) days of the County's written request via email or fax.

B. The Contractor shall be required to maintain the necessary resources to obtain all repair parts and provide sufficient personnel to perform the specified work and the terms and conditions of this ITB.

C. Contractor shall acquire all permits as required by all jurisdiction agencies.

D. All work shall be performed in compliance with applicable codes and subject to final inspection and approval by the designated County representative.

E. The Contractor's business shall be open, available and accessible a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday.

F. Contractor's Personnel

1. Shall have previous commercial experience in servicing facilities of a similar nature and size of King County.

2. Shall have visible company identification while on County property.

5.7 Work Scheduling and Response Times

A. General

All emergency repairs, routine repairs and scheduled maintenance shall be conducted during the normal working hours (excluding nights, weekends, and Holidays) as defined in Subsections 5.2.A. 1 and 5.2.A.2.a unless authorized in writing by the designated County representative. Work other than emergency repairs shall be scheduled in advance with the designated King County representative.

1. Response Time

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

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

3. Straight Time

   All work performed from 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding King County holidays shall be paid at the straight time labor rate bid in Subsection 6.5.A Schedule 1 – Labor Hours.

4. Overtime

   All work performed between 5:01 p.m. and 6:59 a.m. Monday through Friday, Saturdays, Sundays and King County Holidays. Overtime hours shall be authorized in writing by the designated County representative prior to the start of any work. Overtime hours shall be paid at the applicable rate bid in Subsection 6.5.A Schedule 1 – Labor Hours.

B. Initial Response

   Contractor shall respond via a return telephone call within thirty (30) minutes of the County's initial contact with the Contractor or Contractor's designated answering service.

C. Normal Service Calls

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

D. Emergency Repairs

   1. The Contractor shall respond to an emergency call 24 hours a day, seven (7) days a week.
   2. Work at any King County location shall begin no later than four (4) hours after the initial request for service unless otherwise directed by the designated County representative.

E. Travel Time

   The County will only pay for one-way travel direct from the Contractor's facility to the repair location per each visit. King County will not pay for two-way travel time, or travel time expended to other locations, including but not limited to other customer's or company locations. Travel time is billable in 15 minute increments.

5.8 Maintenance and Repairs

The Contractor shall be responsible for the following activities:

A. The Contractor shall provide all supervision, labor, materials, tools, equipment and service trucks required to perform the work described in these specifications.

   1. Unless otherwise indicated, no County tools or equipment shall be available for the Contractor's use.
   2. Security of Contractor's Equipment

      The Contractor shall be responsible for the security of its equipment and material on the site. The County will not take any responsibility for missing or damaged equipment, tools, or personal belongings.

3. All maintenance and repairs of County equipment shall be on a time and material bases in accordance with the pricing in Subsection 6.5.

B. Upon arrival at each site, the Contractor shall:

1. Check in with the designated County contact person for that site;

2. Evaluate the materials, parts and labor required to complete the repair; and when requested provide a job quote for all work based on established Contract rates, including:

   a. A written cost estimate for all costs for:

      (1) Maintenance / repair services; and

      (2) Replacement parts.

   b. Availability of replacement parts; and

   c. Required lead-time, if any.

   All quotes shall be approved by the designated County representative prior to the start of all work.

3. Additional Work

   a. Contractor shall advise the onsite County contact if any additional work is required and when the Contractor shall return to complete the work.

   b. Repair recommendations of $ 300.00 or more shall be submitted to and approved by the designate County prior to beginning any repair service.

4. Service Call and Status Report

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

   a. The report shall include at a minimum:

      (1) Contractor's Employee's name and job classification

      (2) Site/facility location;

      (3) The County's facility contact representative's name;

      (4) Arrival Date and Time;

      (5) Departure Date and Time;

      (6) Hours worked for each employee

      (7) Brief Summary of Service Request;

      (8) Detailed Summary of the work performed including all parts and/or equipment repaired and/or replaced; and

      (9) A summary of any additional work required or that the Contractor recommends, including a checklist indicating what items were inspected,

the findings of the tests and checks, and which items require repair and/or replacement.

(10) Inspection and Maintenance Records

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

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

C. Maintenance and Repairs

1. Shall be scheduled in advance and authorized by the designated King County representative.

2. Time and Materials

Contractor shall bill on a time and materials basis unless separate pricing has been established for scheduled maintenance at a specific location(s) such as in Subsection 6.5.C Schedule 3 – Roads Scheduled Preventative Maintenance.

a. Bidders shall include all costs into the hourly rate, including overhead, profit, prevailing wage, insurance, workmen's compensation, unemployment, routine supplies and materials, etc.

b. Additional charges for trip charge, mileage or fuel, basic tools, equipment and shop supplies shall not be allowed.

c. Billable time begins when the Contractor's employee(s) and/or Subcontractor checks in at the facility and end ends when they check out. Check in and checkout shall be conducted with the designated County representative. Labor hours shall only include the hours actually at the job site and shall not include travel or meal time.

(1) Overtime and holiday rates shall only be paid if authorized in advance in writing by the designated County representative.

(2) Contractor shall deploy the lowest cost employee qualified to perform the task.

d. Supplies and Materials

(1) Contractor shall provide miscellaneous trade consumable supplies and materials at no additional cost to the County.

(2) All other equipment, parts, supplies and materials not considered a trade consumable shall be invoiced at Contractor's cost plus markup as provided in the Subsection 6.5.B Schedule 2.

3. Preventative Maintenance Requirements

Contractor shall:

a. Inspect units for fully opening and closing properly

b. Inspect gate tracks and wheel are operating smoothly

c. Inspect and lubricate all mechanical devices

d. Check belt tightness

e. Check chain tightness

f. Test all safety devices and reversing sensor is functioning properly

g. Check gear box for oil levels

h. Check and adjust limit switch if required

i. Check voltage readings at operator to verify it's within 10 % of operator's rating

j. Provide cleaning when required

5.9 Records and Reporting

Detailed repair, installation and parts records shall be maintained and dated for all services (hours worked, travel time, parts and supplies utilized) and submitted to the designated County representative upon completion of work.

5.10 Safety and Protection Requirements

A. All Contractor and Subcontractor service personnel working on King County property shall follow all OSHA safety and health standards and regulations.

1. The Contractor shall be solely responsible for:

a. Initiating and supervising all safety precautions and programs in connection with the work.

b. Training all of their employees and Subcontractors on all safety issues as required by OSHA regulations for the project.

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

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

C. Accident Reports

1. The Contractor shall immediately report to the County any accidents to persons or property occurring upon County property.

2. As soon after the accident as practicable, the Contractor shall submit to the County a detailed written report describing the accident, the damage caused and the probable cause(s) of the accident.

3. The written report shall include diagrams and photographs, as applicable.

D. Site Maintenance

1. The Contractor shall keep the work site clean and free from rubbish and debris.

Materials and equipment shall be removed from the site when they are no longer necessary.

2. Upon completion of the work and before acceptance of the work, the work site shall be cleared of equipment, unused materials, and debris to present a clean and neat appearance.

3. Disposal of all waste shall be in compliance with all federal, state and local regulations.

E. Damage to Existing Property

1. Contractor shall execute all work in an orderly and careful manner with due consideration to the existing structure, surface finishes and facility usages.

2. The Contractor shall be held responsible for any damage to existing structures, work, materials, equipment and underground or overhead utilities because of its operations, and shall repair or replace any damaged properties, structures, finishes, materials or equipment to the satisfaction of and at no additional cost to the County.

5.11 Replacement Parts and Supplies

A. The Contractor shall provide replacement parts and supplies for the County's commercial gate operators.

1. The Contractor shall provide a firm quotation for parts and materials based on the bid pricing. The quote shall be authorized by the designated King County representative prior to delivery.

2. All replacement parts and supplies shall be to specification of the original manufacturer or an approved equal to minimize depreciation and obsolescence.

3. Contractor shall submit any proposed substitutions to the designated King County representative for written approval prior to use.

4. Unless the designated County representative provides prior written authorization:

a. All parts and supplies shall be new and in perfect working condition;

b. Used, demonstration, rebuilt or remanufactured parts and equipment shall be unacceptable; and

c. No aftermarket items will be accepted,

5. Contractor shall not remove old parts from the premises until the old parts have been examined and tagged for removal by the designated County representative. This requirement applies to gate operator replacement parts and supplies and does not alleviate the Contractor from the responsibility to promptly remove debris and waste from the work site.

6. Cost Documentation

Contractor shall provide a copy of the supplier's invoice for all parts and materials along with the Contractor's invoice for services.

B. Parts Availability

The Contractor shall be required to maintain sufficient stock to insure prompt delivery. The Contract involves items which are necessary to perform critical King County services. Any delay in delivery 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. Bid prices shall include delivery, FOB destination, to the County location specified at time of order, unless otherwise indicated in this ITB.

1. In-Stock Orders

   Unless otherwise agreed upon in writing by an authorized County representative, parts shall be provided by the Contractor as soon as possible and no later than 48 hours after receiving a request from King County. There shall be no shipping or freight charges on any in stock orders.

2. Non-Stock Orders

   Delivery for non-stocked parts shall be as soon as possible and no later than three (3) business days. There shall be no shipping or freight charges on any non-stock orders.

3. Non-Stock Rush Orders

   Rush or overnight delivery may incur shipping or freight charges. King County will not accept nor authorize payment for freight charges unless rush delivery was specifically requested in writing by an authorized County representative. Freight charges shall not exceed the actual freight charges for those items ordered.

4. Emergency Repairs

   Unless otherwise agreed upon in writing by an authorized County representative, Contractor shall provide available parts for emergency repairs as soon as possible and no later than two (2) hours after receiving a job order from King County.

   Freight charges shall be handled as for a non-stock rush order in Subsection 5.11.B.3.

5.12 Order Placement

The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. Upon receiving notification from a manufacturer that an item on an existing order will be delayed or not be exactly as ordered, the Contractor shall have 24 hours to notify the designated County Representative with an order status update.

5.13 Parts and Supplies Catalogs and Published Price Lists

Additionally, during the Contract term, Contractor shall furnish all necessary parts and supplies catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost within two (2) weeks from the date of request by the County. Price lists can be in hard copy, disk or electronic format.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. Bidders are cautioned **not** to alter the specification, pricing information section, and the terms and conditions of this 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.

6.2 Bidder's Contact Information

A. Primary Location

Physical Address: 10847 E. Marginal Way S, Seattle, WA 98168

Mailing Address: 10847 E. Marginal Way S, Seattle, WA 98168

Name of Contact Person: Debra Hamilton

Email: debrah@aegates.com

Telephone No. (Local/Toll Free): 206-767-9080

Emergency Contact: Debra Hamilton

Emergency Email: debrah@aegates.com

Emergency Telephone No. (Local/Toll Free): 888-219-3037

Fax No. (Local/Toll Free): 206-767-9077

UBI No.: 601111142

Washington State Contractor's License (if applicable): AUTOMECO33RD

State hours and days of operation:

Hours: 7:00 a.m. to 3:30 p.m. Days: Monday to Friday

B. Service Facility

Indicate the service facility below if different than the information provided in Subsection 6.2.A above.

Name of contact person: Debra Hamilton

Address: 10847 E. Marginal Way S, Seattle, WA 98168

Telephone No.: Cell 206-437-2307/Office 206-767-9080

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

6.3 Remit Address (where payment will be mailed):

Automated Gates & Equipment Company

10847 E. Marginal Way S.

Seattle, WA 98168

6.4 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 0 **% - _____ Days, Net _____**

6.5 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. . Estimated quantities are the County's anticipated requirements during a one (1) year period. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. **Bids may be deemed non-responsive if Bidder fails to complete all of the fields listed in Schedules 1, 2 and 3 below.**

Other products and related items may be purchased under this contract. The price discount offered shall be consistent for all products purchased under this contract.

A. **Schedule 1 – Labor Rates**

Schedule 1 provides labor rates for on-call maintenance and repair services. For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for maintenance/repair service. Labor and travel hours shall be billed in 15 minute increments.

Item No.	Est. Annual Qty	UOM	Description	Unit Price	Extended Total
1.	40	HR	Straight Time Hourly Rate (7:00 a.m. to 5:00 a.m. Monday through Friday)	$ 95.00	$ 3,800.00
2.	5	HR	Overtime Hourly Rate (4:31 p.m. to 6:59 a.m. Monday through Friday, Saturdays, Sundays, and King County Holidays)	$ 125.00	$ 625.00
3.	5	HR	Travel Time Charge	$ 95.00	$ 475.00
				Total Schedule 1	**$** 4,900.00

B. **Schedule 2 – Equipment and Parts**

The discount percentage offered for equipment and parts shall be consistent for all related product lines, product groups and supplies purchased under this contract. For bid evaluation purposes Bidders shall assume the following Estimated Annual Usage per year for equipment and parts. Bidders shall state below the Discount Percent (if any) from the Manufacturer's Suggested List Price (MSLP), if applicable, offered on Replacement Parts. The **Discount** is calculated by multiplying the Estimated Annual Usage quantity times the Discount Percentage (if any). If no discount off is offered, enter 0% in the appropriate space. To calculate the **Extended Total**, subtract the Discount from the Estimated Annual Usage.

Item No.	Est. Annual Usage	Description	Disc. % Off MSLP/Catalog	Discount	Extended Total
1.	$12,000.00	Equipment and Parts	15 %	$ 1,800.00	$ 10,200.00

C. **Schedule 3 – Roads Scheduled Preventative Maintenance**

Travel time and mileage costs shall be included in Unit Price and are not otherwise reimbursable including travel time to obtain any necessary part(s) to complete the repair. The Unit Price is per quarter cost to provide preventative maintenance for all Roads locations.

Item No.	Est. Annual Qty	UOM	Description	Unit Price (per quarter)	Extended Total
1.	4	EA	Quarterly Preventative Maintenance: Roads – All locations	$ 760.00	$ 3,040.00

Total Bid Price (Schedules 1 + 2 + 3) $18,140.00
Transfer Total to Cover Page

6.6 References

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

Company Name: City of Renton
Company Address: 355 NE 2nd Street, Renton, WA 98056
Company Phone: 425-430-7445
Contact Person: Vanessa Poorman
Email Address: vpoorman@rentonwa.gov
Dates: 2000 to Present

Company Name: Seattle Public Utilities
Company Address: 2700 Airport Way S, Seattle, WA 98134
Company Phone: 206-684-7505
Contact Person: Gary Moore
Email Address: gt.moore@seattle.gov
Dates: 2008 to Present

Company Name: Schultz Miller Company
Company Address: 405 Fairview Ave N, Seattle, WA 98109
Company Phone: 206-551-9692
Contact Person: Tom Amble
Email Address: tamble@schultzmiller.com
Dates: 2000 to Present

Company Name: City of Bellevue
Company Address: PO Box 90012, Bellevue, WA 98009
Company Phone: 425-452-7959
Contact Person: Jim Schneider
Email Address: wjschneider@bellevuewa.gov
Dates: 2004 to Present