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

KingCounty

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

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

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

CONTRACTOR:
ALPINE PRODUCTS INC
550 3RD ST SW BLDG C

AUBURN, WA 98001 United States
Fax: (253) 7356303

CONTRACT

CONTRACT NO.	REVISION	PAGE
5676341	1	1 of 1

CREATION DATE	BUYER
24-APR-2014	JANET HARJO
DATE OF REVISION	**BUYER**
30-APR-2014	JANET HARJO

SHIP TO:
KC DOT RENTON ROADS
155 MONROE AVE NE, RSD-TR-0100
RENTON, WA 98056

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
1077	NET30DAYS	Paid	DESTINATION	Seller Chooses	BART FARRAR Telephone: (253) 351-9828

DESCRIPTION

Contract Purchase Agreement

Furnish plastic raised pavement markers, pavement marking powder, thermoplastic pavement markings and related items to King County personnel as requested, during the period May 14, 2014 through May 13, 2019, in accordance with ITB # 1065-14 and responding offer of Alpine Products Inc., both incorporated by reference as if fully set forth herein.

Individual standard purchase orders with unique purchase order numbers referencing this contract purchase agreement will be issued by King County to authorize the purchase and payment of goods and services.

All invoices must reference the individual standard purchase order number to avoid delay in payments.

Authorized Signature

ORIGINAL

Invitation to Bid

King County

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

ADVERTISED DATE: MARCH 20, 2014

Invitation to Bid (ITB) Title:	Plastic Raised Pavement Markers, Pavement Marking Powder, Thermoplastic Pavement Markings and Related Items
ITB Number:	1065-14-JDH
Due Date:	April 10, 2014- 2:00 p.m.
Buyer:	Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286
Alternate Buyer:	Amon Billups, amon.billups@kingcounty.gov, 206-263-9306

Furnish Plastic Raised Pavement Markers (Traffic Buttons), Pavement Marking Powder, Thermoplastic Payment Markings (Hot-Applied) and Related Items as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE SCHEDULE 1: $ 47552.00

TOTAL BID PRICE SCHEDULE 2: $ 111.940.00

TOTAL BID PRICE SCHEDULE 3: $ 73994.90

THERE WILL BE 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 ALPINE PRODUCTS INC.		
Address 550 3RD ST SW BLDG-C		City/State /Postal Code AUBURN WASH 98001
Signature Bart Farrar	Print name and title Bart Farrar President	
Email bart@alpinemarkings.com	Phone 253-351-9828	Fax 253-735-6303

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

SECTION 1 Instruction to Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

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

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

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

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

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

1.3 Electronic Commerce and Correspondence

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

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

with document holders regarding any issued addenda or other important information concerning the solicitation.

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

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for

additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

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

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

2.3 Financial Resources and Auditing

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

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

2.4 Forms Required Before Contract Award

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

- Internal Revenue Service Form W-9 *

*If not on file with the County

2.5 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.

2.6 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.

2.7 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."

2.8 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

3.3 Invoices and Payment

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

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

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

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances

are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

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

3.9 Assignment

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

3.10 Indemnification and Hold Harmless

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

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

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

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

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

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

3.13 Disputes, Claims and Appeals

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

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

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

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

3.21 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an

approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.22 Severability

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

3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

3.24 Incorporation of Documents

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

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately **$100,000.00.** King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 Price Revisions

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

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

4.4 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 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 2 years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies.

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

4.10 Hazardous Chemical Communication

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

4.11 Prohibition on Asbestos-Containing Products

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

SECTION 5 Federal & State Contracting Provisions

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

A. Equal Employment Opportunity

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

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

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

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

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

D. Rights to Inventions Made Under a Contract or Agreement

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

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

Refer to Exhibit A, Certificate of Lobbying Activities, which shall be submitted with the bid.

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

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

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

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

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

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

provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

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

The Contractor shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Contractor must also submit environmental certifications to King County when requesting that funds be released for the project. The Contractor must certify that the proposed project will not significantly impact the environment and that the Contractor has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

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

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

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

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

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

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

The Contractor shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals.

Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. The Fish And Wildlife Coordination Act Of 1958, As Amended (16 U.S.C. Section 661 et seq.)

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

V. Relocation Assistance And Real Property Acquisition Policy, Chapter 8.26 RCW

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

W. State Environmental Policy Act (SEPA), Chapter 43.21 (C) RCW

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

X. Noise Control, Chapter 70.107 RCW

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

Y. Shoreline Management Act Of 1971, Chapter 90.58 RCW

The Contractor shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level

under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

Z. State Building Code, Chapter 19.27 RCW; Energy Related Building Standards, Chapter 19.27A RCW; And Provisions In Buildings For Aged And Handicapped Persons, Chapter 70.92 RCW

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

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

AA. Open Public Meetings Act, Chapter 42.30 RCW

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

BB. Law Against Discrimination, Chapter 49.60 RCW

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

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

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

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be

contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

DD. Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

By accepting this Contract, the Contractor certifies as follows:

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

SECTION 6 Technical Specifications

6.1 General

It is the intent of these specifications to describe the minimum acceptable quality and performance standards for Plastic Raised Pavement Markers (Traffic Buttons), Pavement Marking Powder, Preformed Thermoplastic Pavement Markings (Hot-Applied), and related items. The specifications are not intended to limit competition, but to ensure that only quality products are received. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

Unless specified elsewhere in this Invitation to Bid, all materials and workmanship shall conform to all minimum applicable requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, latest edition, and applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD) issued by the U.S. Department of Transportation Federal Highway Administration.

6.2 Schedule 1 - Plastic Raised Pavement Markers (Traffic Buttons)

A. Raised Pavement Markers, Type 1 - 4 Inch Round Non-Reflective for Bituminous Application

1. Composition

   The marker shall be molded of a high impact, recycled acrylonitrile butadiene styrene (ABS), conforming to ASTM specification DI 78868.

   The manufacturer shall certify that the marker does not contain mercury, lead, hexavalent chromium, or any carcinogen, as defined by 29 CFR 1910.1200.

2. Dimensions

   The marker shall be of a round design with a minimum width of 4 inches and a minimum height at center of 0.700 inches.

   The marker bottom shall be designed to allow the adhesive material to flow upwards into the marker cavity, with a venting system to prevent air entrapment. The base of the marker shall be designed to prevent rocking, which will ultimately result in breaking the adhesive bond.

   The marker shall be manufactured with a dulled bottom for better adhesion.

   Flat or non-treated slick bottom markers, with a venting system are unacceptable.

B. Raised Pavement Markers, Type 2 - Soft Shoulder Design

1. Composition

   a. Housing

      The housing shall be molded of high impact, recycled acrylonitrile butadiene styrene (ABS) conforming to ASTM Specification DI 78868, and be of the same color as the prismatic reflective lens.

   b. Lens

      The reflective lens shall be molded of optic grade methyl methacrylate acrylic (MMA) and laser fused under the ABS shell.

c. Filler

The fill material shall consist of inert thermosetting potting compound with filler selected for impact resistance.

2. Dimensions

a. Overall dimensions shall be 4 inches x 4 inches x 0.70 inch (4"x 4' x .7"), with soft shoulder design.

b. Top of marker shall have no sharp angles.

c. The area of reflecting face shall be 3.25 square inches minimum.

d. The marker shall have one or two MMA prismatic reflective faces as required to reflect incident light from a single or opposite direction.

6.3 Schedule 2 - Pavement Marking Powder

Metric equivalents for performance specifications have been provided in parentheses.

A. Description

The striping powder shall be a dry, free-flowing, plastic-type pavement marking powder, which is premixed with glass spheres for reflectorization. When the marking powder is sprayed to clean Portland cement or asphaltic concrete road surfaces through a suitable thermo-mechanical striper, the result is a rapid dry adherent, reflectorized marking capable of resisting deformation by traffic.

B. Performance Specifications

The following performance specifications cover White and Yellow Thermoplastic Marking Compound approved by the Washington State Department of Transportation Materials Laboratory.

1. Gravity: 2.15 maximum
2. Color: White – 75% daylight reflectance
   Yellow – 45% daylight reflectance (yellow shall match Federal Specification 13538)
3. Dry Time: 10 minutes maximum @ 90° F (32° C) 2 minutes maximum @ 50° F (10° C)
4. Bond Strength: Exceed 180 PSI
5. Cracking Resistance: No cracks after heating to 425° F, (218° C), and cooling to 15° F± 3° F, (-9.4° ± C 1.7° C)
6. Impact Resistance: 10 inch pounds
7. Softening Point : 215° F± 15° F, (102.5° ± C 9.5° C)
8. Yellowness Index: 0.12, white only
9. Flow ability: Maximum percent residue 18% - White, 21% - Yellow, after heating 4 hours @ 425° F, (218° C).
10. Storage Life: Material must meet the requirements of this specification for one (1) year.

C. Application

The thermoplastic material shall readily apply for extrusion or spray extrusion at temperatures of 425° - 440° F (217° - 227° C) from approved equipment to produce a line 1/8 inch to 3/16 inch (3.2mm to 4.8mm) thick, which shall be applied to clean, dry pavement at substrate and air temperatures of 50° F (10° C) and above.

D. The material shall not exude fumes which are toxic, obnoxious or injurious to persons or property when it is heated during application.

E. General Characteristics and Packaging

The finished powder shall be delivered ready to use, packaged in containers clearly identified as to manufacturer, color, contents, and quality. The powder shall be free of clumps, foreign particles or other matter. Containers employed for packaging shall withstand normal handling and shall have a suitable protective inner-liner to resist moisture absorption. The powder, as supplied, may be stored at temperatures not to exceed 90° F (32° C) for up to one (1) year, without any adverse affect on the physical properties stated in this specification.

6.4 Schedule 3 - Preformed Thermoplastic Pavement Markings (Preheat)

A. Description: Preformed thermoplastic pavement marking materials directed at pedestrian and bike path delineations.

B. Markings will be applied using road surface preheat method based on Section 9.3.7 of The Institute of Transportation Engineers (ITE) Traffic Control Devices Handbook. Markings shall have significant skid resistant features not typically associated with thermoplastic systems; shall be durable, oil and grease impervious, and provide immediate and continuing retroreflectivity.

C. Preformed thermoplastic markings shall:

1. Consist of resilient polymer thermoplastic (alkyd, not hydrocarbon) with uniformly distributed glass beads and abrasives throughout its entire cross section;
2. Be flexible and sufficiently cohesive at temperatures exceeding 50° F (10° C);
3. Be fusible to asphalt and Portland cement concrete pavements by means of the normal heat of a propane-type torch. Adhesives, primers, or sealers are not necessary prior to the preformed markings application on asphalt and Portland cement concrete pavements;
4. Conform to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. Markings shall have resealing characteristics and be capable of fusing to itself and previously applied hydrocarbon and/or alkyd thermoplastic pavement markings;
5. Be capable of application on new, dense, and open graded asphalt wearing courses during the paving operation in accordance with manufacturer's instructions;
6. Be capable and ready to open traffic within fifteen (15) minutes after application;

7. Be suitable for use for one (1) year after the date of receipt when stored in accordance with manufacturer's recommendations;

6.5 Contractor Qualifications

It is anticipated that, due to an immediate need, there may be occasions when it will be necessary for King County to will-call these products. Therefore, the Contractor shall be an established dealer, currently stocking and supplying a full line as recommended by the manufacturer, of the items defined in this bid. The Contractor's facility shall be located within a one (1) hour drive of King County Department of Transportation (DOT) in Renton, with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid. Refer to Section 7.2 Delivery for address of King County DOT.

Verification that the contractor is a factory authorized supplier in good standing with the manufacturer or distributor may be requested.

A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract.

6.6 Brand Name or Equal Products

When products of a specific brand, material, construction design, style or size are named, they indicate the quality level or performance required for the products in the Invitation to Bid.

Following are the salient characteristics of the products in the Invitation to Bid.

A. Products shall be rated as Commercial and/or Industrial Grade, premium quality.

B. Proposed Equal products shall be 'drop-in' replacements for the brand name products.

C. Proposed Equal products must be interchangeable with stated brand name products without modification.

SECTION 7 Bid Response

7.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated based upon price.

Bids which state pricing will be determined at the time of shipment will not be accepted.

Contractor warrants by signing the bid that, unless specifically noted, the products offered meet or exceed the specifications in this Invitation to Bid.

7.2 Delivery

Delivery is required as soon as possible and not later than seven (7) days after placement of an order.

Bid prices shall include packaging, freight and all other costs associated with delivering each order to the following location, FOB Destination.

King County Department of Transportation
Traffic Maintenance
155 Monroe Avenue NE, Building B
Renton, WA. 98056

Pallet charges, if any, shall be included in the bid price and no separate charges shall be permitted. Pallets may be retrieved by Contractor, provided the Contractor schedules in advance with County.

No additional costs of any kind shall be added to the bid prices unless pre-approved by King County.

7.3 Bidder's Contact Information

A. Primary Location

Warehouse Address: 550 3rd st sw Auburn Wash 98001

Mailing Address: 550 3rd st sw Auburn Wash 98001

Name of Contact Person: Bart Farrar

Email: bart@alpinemarkings.com

Telephone No. (Local/Toll Free): 800-591-9466

Fax No. (Local/Toll Free): 253-735-6303

EIN/UBI No.: 601-289-578

State hours and days of operation for warehouse:

Hours: 7:00 a.m. to 4:30 p.m. Days: monday to Friday

7.4 Remit Address (where payment will be mailed):

Alpine Products Inc.

550 3rd st sw Auburn Wash 98001

7.5 Additional Retail and Stocking/Warehouse Facility Locations, if applicable

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

7.6 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used when evaluating proposal pricing 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 proposed and will apply the discount offered to all p-card transactions. 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 **%** - 0 **Days, Net** 30 days

4.4 Purchasing Card (P-Card) Acceptance

Contractors are requested to have the capability of accepting the King County's authorized VISA Procurement Card (p-card) as a method of payment. Price change(s) or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The Contractor may receive payment from King County by a p-card in the same manner as other VISA purchases.

VISA acceptance is preferred, but is not the exclusive method of payment.

Accept VISA cards: Yes _____ No X

Additional purchasing (charge) cards accepted:

- ☐ America Express
- ☐ Discover
- ☐ MasterCard

☐ Other: _____

☐ _____

☐ _____

☐ _____

7.7 Certificate of Lobbying Activities

Sign and date Exhibit A, Certificate of Lobbying Activities, and include with the bid submittal.

Refer to Section 5, item F.

7.8 Pricing

Enter pricing on Attachment A Pricing Schedules, 1065-14-JDH-attachA.xls.

A. Attachment A is comprised of three (3) pricing schedules, which are located on sequential tabs within the spreadsheet.

   1. Schedule 1 - Plastic Raised Pavement Markers (Traffic Buttons) and Adhesives
   2. Schedule 2 - Pavement Marking Powder and Tapes
   3. Schedule 3 - Preformed Thermoplastic Pavement Markings (Preheat)

B. Provide the Manufacturer's List Price for each item in a schedule, identify the Percent Discount (%) offered, and subtract this amount from the Manufacturer's List Price to calculate the Unit Price. Multiply the Estimated Annual Quantity by the Unit Price to calculate the Extended Price (spreadsheet will auto-populate once Bidder has entered the Manufacturer's List Price and Percent Discount).

   Sum the Extended Price column to calculate the Total, and multiply by five (5) to calculate the 5 Year Total. Place this amount on the bid cover sheet.

   Identify the Bidder's ordering part number in the column provided for each line item.

   If no discount from Manufacturer's List Price is offered, enter 0% in the Percent Discount field.

   If offering 'Equal Product', state the Manufacturer, Model and Part Number in the line directly below each line item.

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

D. Other sizes and types of the listed products may also be purchased under this contract. The discount used to calculate pricing for the items listed shall be consistent with the discount used to calculate pricing for related items purchased under this contract.

7.9 References

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

Company Name: King County
Company Address: 155 Monroe st, Renton
Company Phone: 206-296-8155
Contact Person: George Dudley
Dates: 2000-Present

Company Name: Kitsap County
Company Address: 614 Divison st Port Orchard
Company Phone: 360-337-5760
Contact Person: Bob Kennedy
Dates: 2000-Present

Company Name: Snohomish County
Company Address: 8915 Cathcaet Snohomish Wash
Company Phone: 425-388-7512
Contact Person: Fred Wenner
Dates: 2000- Prsent

Company Name: Skagit County
Company Address: 201 E Avon- Burlington wash
Company Phone: 360-755-9531
Contact Person: Harmon Marriot
Dates: 2000- Present

Exhibit A

CERTIFICATE OF LOBBYING ACTIVITIES
CONTRACT NO. _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or Will be paid, by or on behalf of the undersigned, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or Will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the Contract administrator.

C. The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all recipients of Subcontract awards in excess of $100,000 Shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any Person who fails to file the required certification Shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Date: 3/27/2014

Company Name: Alpine Products Inc.

Authorized Signature: Bart Farrar

Printed Name/Title: Bart Farrar

Henry
#1 CHOICE OF PROFESSIONALS.

TECHNICAL DATA SHEET

HE184 - FLEXIBLE DOT STICK

Last Rev Date: 06/20/2012

Physical Properties

Application Temperature 375°F	**Flow @ 140° F** 0 mm	**Resiliency @ 77°F** 50
Brookfield Viscosity @ 375°F 2800 cPs	**Maximum Heating Temperature** 390°F	**Softening Point** 220°F
Ductility @ 77° F, 5cm/min 45 cm	**Penetration @ 77°F (150g 5 sec)** 25	**Weight Per Gallon** 9.3 lbs.
Flash Point 550°F		

Approvals and Certifications

The material meets and exceeds all requirements set forth in ASTM D 4280 for Type II material.

Description

HE184 - FLEXIBLE DOT STICK is a hot melt asphalt adhesive, which securely bonds pavement markers to asphalt concrete and portland cement concrete. This bituminous marker adhesive has superior bonding characteristics because of its high virgin polymer content and low amounts of filler.

Coverage

6-8 markers per pound of Flexible Dot Stick

Surface Preparation

Pavement surface should be dry and free from all loose material, dirt and dust.

Application

HE184 - FLEXIBLE DOT STICK should be heated in a temperature-controlled applicator with agitation. The application temperature is 375°F. Apply the marker immediately after dispensing **HE184 - FLEXIBLE DOT STICK**, and allow to cool for one minute or more before exposure to traffic.

Precautions

Do not allow material to exceed 390°F. Keep boxes out of direct sunlight and rain. If covered area is not accessible, cover with tarp.

Cleanup

Asphaltic stains can be removed with non-hazardous, biodegradable cleaners. Use waterless hand cleaner on skin.

Henry Company 909 N. Sepulveda, Ste 650, El Segundo CA 90245-2754
Technical Services Phone: (800) 486-1278 - Email: techservices@henry.com
The Henry Company is the parent company of Bakor, Inc.
www.henry.com

Caution

CAUTION! Close container after each use. DO NOT TAKE INTERNALLY! Use protective measures to avoid contact with eyes and skin. **If swallowed**, CALL PHYSICIAN IMMEDIATELY! **In case of eye contact**, open eyelids wide and flush immediately with plenty of water for at least 15 minutes. **In case of accidental injection by power spray equipment**, GET MEDICAL ATTENTION IMMEDIATELY! Dispose of container and unused contents in accordance with Local, State and Federal regulations.

KEEP OUT OF REACH OF CHILDREN.

KEEP FROM FREEZING.

WARNING: This product contains detectable amounts of chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm.

Employers should obtain a copy of the **Material Safety Data Sheet (MSDS)** from your supplier or directly from Henry at the toll free number or website below.

Product Sizes

24 LBS

Limited Warranty

We, the manufacturer, warrant only that this product is free of defects, since many factors which affect the results obtained from this product - such as weather, workmanship, equipment utilized and prior condition of the substrate - are all beyond our control. We will replace at no charge any product proved to be defective within 12 months of purchase, provided it has been applied in accordance with our written directions for uses we recommended as suitable for this product. Proof of purchase must be provided. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY: THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FOR A PARTICULAR PURPOSE. MANUFACTURER SHALL HAVE NO LIABILITY OF ANY KIND BEYOND PRODUCT REPLACEMENT, INCLUDING FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECTS OR ANY DELAYS CAUSED BY REPLACEMENT OR OTHERWISE. THIS LIMITED WARRANTY PROVIDES THE PURCHASER'S EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCT.**

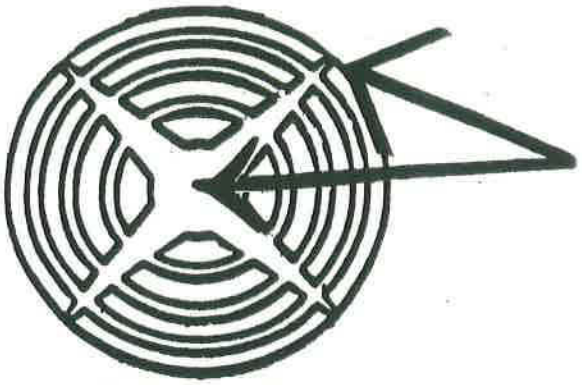
Henry Company 909 N. Sepulveda, Ste 650, El Segundo CA 90245-2754
Technical Services Phone: (800) 486-1278 - Email: techservices@henry.com
The Henry Company is the parent company of Bakor, Inc.
www.henry.com

ALPINE PRODUCTS, INC.

Serving the Northwest since 1978
117 "G" ST. S.W. AUBURN, WA 98001
253-351-9828 Toll Free: 800-591-9466 Fax: 253-735-6303

4" ROUND NON-REFLECTIVE PAVEMENT MARKERS

DESIGNED AND MANUFACTURED SPECIFICALLY FOR BITUMINOUS APPLICATION



BOTTOM VIEW

SELF-VENTING / SELF-SEALING BITUMINOUS CHAMBER FOR BETTER SIDE IMPACT RESISTANCE

CUT AWAY SIDE VIEW

BITUMINOUS LOAD CONFIRMED AFTER MANY SUCCESSFUL FIELD APPLICATIONS

ANR-W1 WHITE PAVEMENT MARKER
ANR-Y2 YELLOW PAVEMENT MARKER

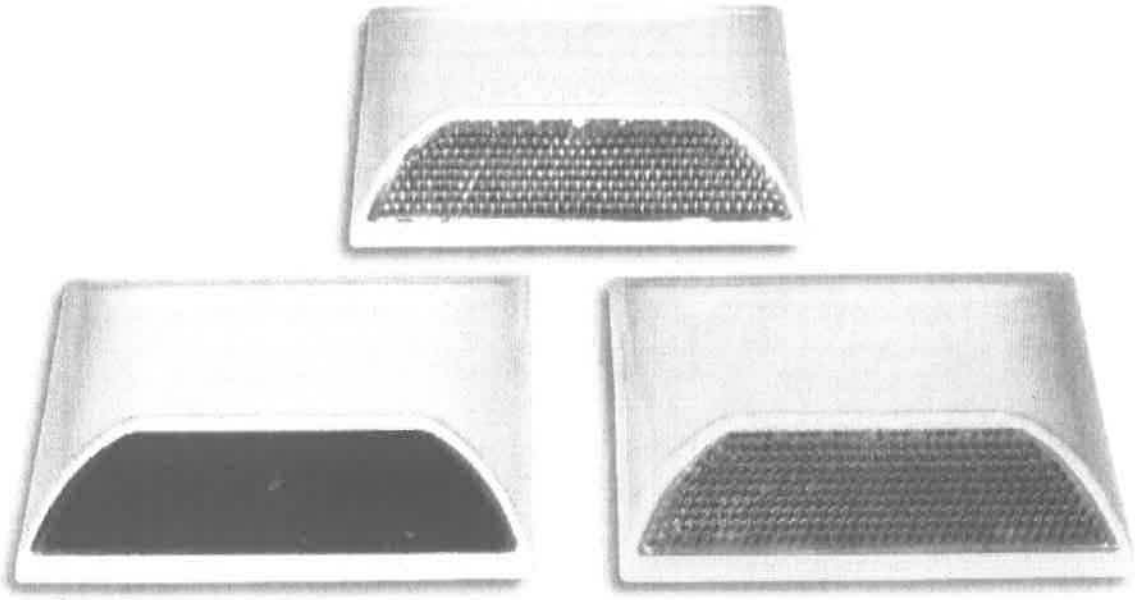
- WASHINGTON STATE D.O.T. APPROVED
- OREGON STATE D.O.T. APPROVED
- CALIFORNIA STATE D.O.T. APPROVED
- HIGH IMPACT RESISTANT PLASTIC
- CONTAINS NO LEAD OR CHROMIUM
- ALL THE BENEFITS OF AN RPM WITHOUT THE PROBLEMS

rayolite

Round Shoulder

Long-Life and Standard Reflectors

Rayolite Reflective Pavement Markers.
Designed To Endure The Rigors Of The Road.



Designed For Safety. Engineered To Last.

Round Shoulder Installation and Details

Reflective Pavement Marker

4500 N. Sam Houston Parkway W.
Building A, Suite 120
Houston, Texas 77086

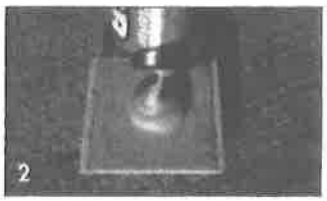
Phone: (281) 617-2240
Toll Free: (800) 848-7025
Fax: (281) 583-1506

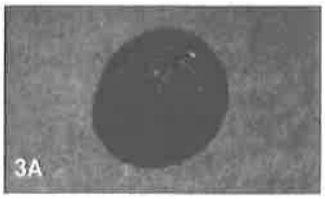
How to Apply Markers

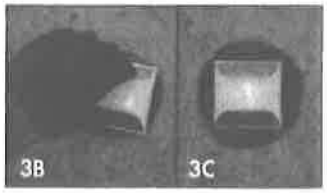
Prepare Surface Area

1. Clean & prime the surface area.
2. Prepare the surface by removing any lose materials from the road surface.

Apply Markers



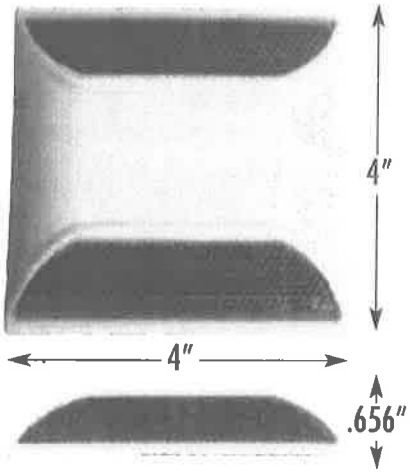




Three Application Methods

1. Peel off the protective paper of the butyl pad (1A). Place marker on road surface and apply weight to secure marker to the surface (1B).
2. Apply epoxy to the bottom of the marker, spreading evenly.
3. Apply adequate amount of bituminous adhesive to the road surface (3A). Road surface should be dry. Place marker on the prepared road surface applying slight pressure until the marker contacts the road surface (3B) and forces a bead of epoxy or bituminous around all four corners (3C).

Round Shoulder Standard, Round Shoulder ARC Long-Life & Round Shoulder FH Long-Life Reflectors



The Round Shoulder Standard and Long-Life reflective pavement markers are designed to offer maximum strength, high-reflectivity and lower tire impact.

The brigthly colored housing provides high visiblity for daytime delineation. Improved smoothed edge shape reduces tire impact and increase its lifetime. Protective brow protects the top area of the lens from deterioration.

Round Shoulder ARC Long-Life and Round Shoulder FH Long-Life Reflectors have an abrasion resistance coating in chemically bonded to the lens surface to protect it from the grinding action of dirt, sand and contact from traffic volume. The Round Shoulder FH has an additional interior coating.

Specifications

Material: True Cube-Corner type Reflex Reflector, molded of optic grade Methyl Methacrylate (plastic)
Reflective Area: 2.86 sq. in.

Housing: Molded of high impact ABS compound for durability
Packed: 50 per carton
Weight: Approximate weight 23 lbs. per carton

Features	Round Shoulder	Round Shoulder ARC	Round Shoulder FH
Maximum Strength	✓	✓	✓
High-Reflectivity	✓	✓	✓
Reduces Tire Impact	✓	✓	✓
Smoothed Edge Shape	✓	✓	✓
High Visibility	✓	✓	✓
Protective Brow	✓	✓	✓
Abrasion Resistance Coating		✓	✓
Interior Coating			✓

Lens Type

Type B/RS2W Two-Way Clear | Type C/RSWR Clear and Red | Type D/RS2A Two-Way Amber | Type G/RS1W One-Way Clear | Type H/RS1A One-Way Amber

Type K/RS1R One-Way Red | Type DR/RS2R Two-Way Red | Type X/RSAR Amber and Red | Type Z/RSWA Clear and Amber | Type 2B/RS2B Two-Way Blue

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Rumble Strips / Button Covers / Baby Markers

Raised Rumble Strip

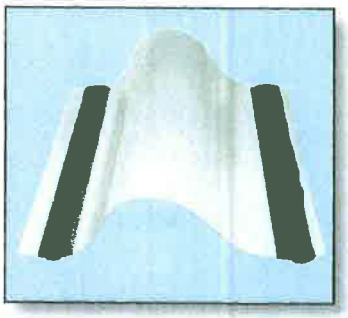
Our Rumble Strip Model 3708 is ideal to delineate gores, bike and pedestrian lanes and road shoulders to help prevent dangerous run off the road accidents. The 3708 rumble strip is a solid uni-body marker which eliminates any hollow areas that can crack or crush when impacted by vehicle.

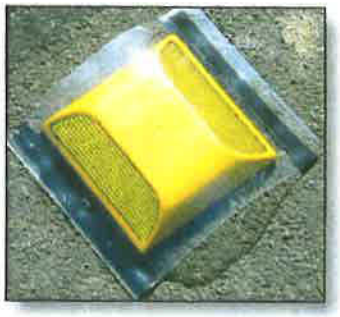
- Install with hot melt bitumen or 2 part epoxy
- Available in standard white and yellow, or in custom red, blue and black
- Lengths: 10", 12", 4', 5', 6', and 8'

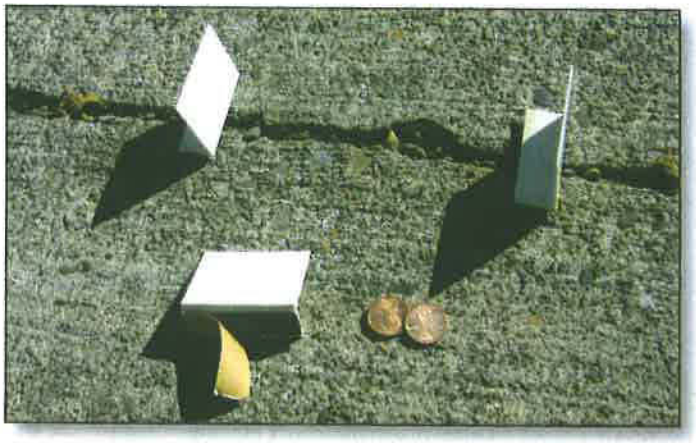
Button/Marker Covers

Temporary transparent cover protects pavement marker from oil and asphalt during chip seal operations.

- Applies easily with peel-and- stick two inch butyl adhesive strips on opposite sides of the cover
- Easily removed after chip seal operation
- Dimension of button cover – 5 x 6 inches



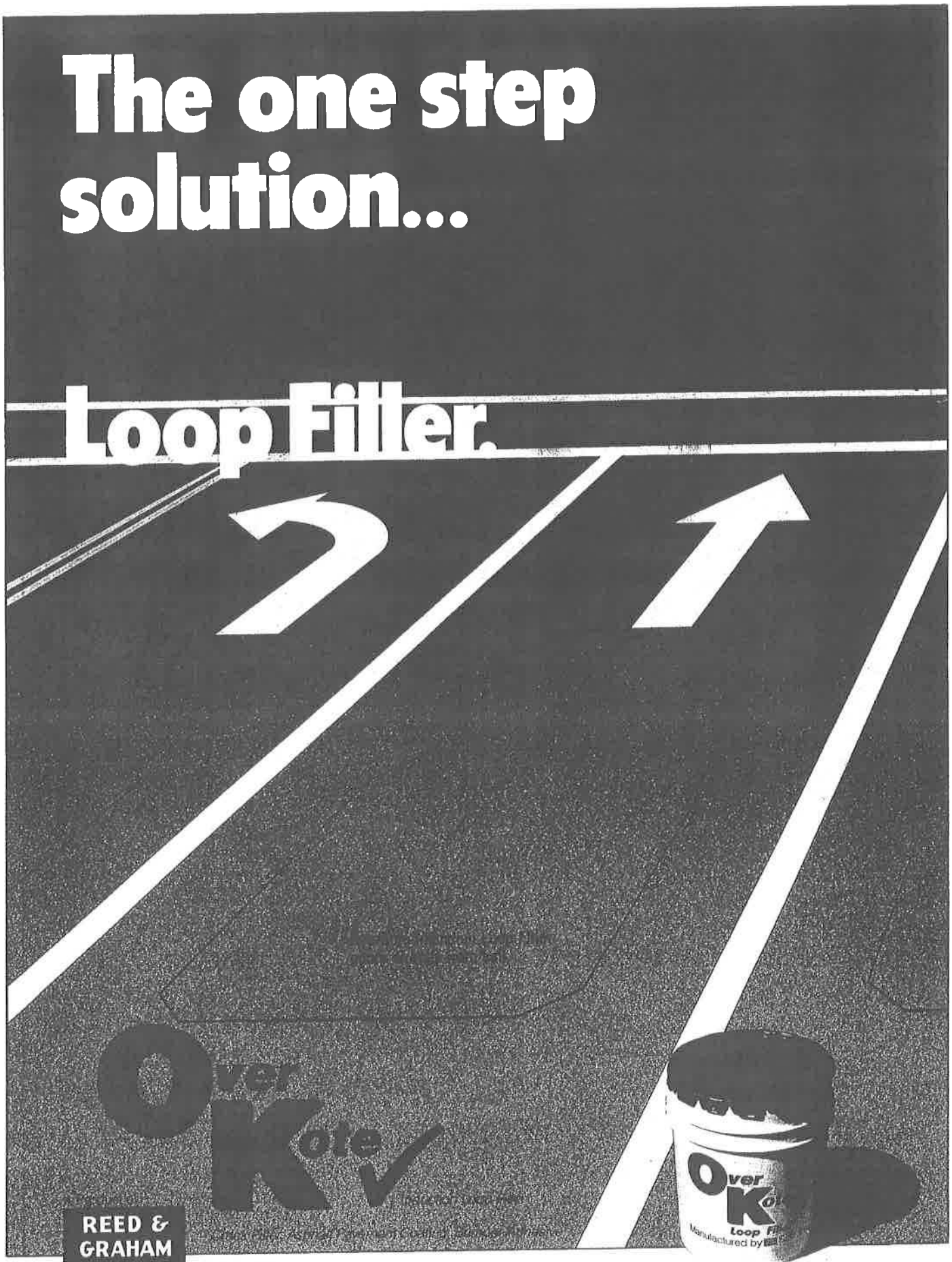




Baby Road Markers

Self adhesive 2" x 1.5" flexible raised pavement markers used on chip seal, slurry seals and fog seals where nighttime reflectivity is not required. The marker is placed on an existing line or utility location prior to the surface treatment, for each relocation.

- Markers protrude up through the new surface, retaining the original location and eliminating the need to resurvey
- Two types of Baby Road Markers are available: Type Y – amber body; Type W – white body



REED & GRAHAM INC.

San Jose, CA

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REED & GRAHAM INC.

8280 14th Ave. - Sacramento, CA 95826
690 Sunol Street - San Jose, CA 95126

(916) 454-2560
(408) 287-1400

OverKote® Loop Filler

DESCRIPTION:

A one-component, pourable, sand filled, asphaltic emulsion for use in sealing inductive wire loops and leads imbedded in asphalt and portland cement concrete. This product meets **State of California Specification 8040-41A-15.**

MATERIAL SPECIFICATIONS:

The composition of the loop sealant shall be a sand filled, pourable, water emulsified bitumen. It will be the manufacturers responsibility to produce a one-component product to meet the properties specified herein.

CHARACTERISTICS OF THE SEALANT

SPECIFICATIONS	***LIMITS***	***TEST METHODS***
Residue by evaporation, % by weight	70 minimum	ASTM D 2939
Ash content, % by weight	50 to 65	ASTM D 2939
Firm set, hours	4 maximum	ASTM D 2939
Brookfield viscosity, poise	50-125	RVT Spindle 3, 10 RPM at 75 ± 2°F.

PROPERTIES OF THE DRIED FILM

Flexibility	No full depth Cracks	ASTM D 2939
Tensile strength, psi	20 Minimum	ASTM D 2523
Elongation, %	2.0 Minimum	ASTM D 2523
Slant-shear strength to concrete, psi	150 Minimum with no loss of adhesion to concrete	California Test Method No. 434, Part VIII
Resistance to water	No blistering, re-emulsification or loss of adhesion	ASTM D 2939, Alternative B

APPLICATION:

Prior to the filling, all saw cuts should be clean and preferably moist or damp. If necessary, dirt, loose pieces of asphalt or concrete material, and water in the saw cuts shall be removed with an air jet. The surface of the pavement should be air-dry when the application of Loop Filler is made. Loop Filler should be thoroughly stirred(electric mixer is recommended) before use. Loop Filler should be used as received in the container, except that small amounts of water may be added (not to exceed 5% by volume) to obtain proper working consistency . Loop Filler can be applied by means cone-shaped crack filler or pouring pots or other appropriate equipment which will introduce the Loop Filler into the joint without undue waste. All saw cuts should be filled approximately to the surface of the pavement. For best results use a V"-shaped squeegee to force the Loop Filler into the saw cuts to minimize air voids and also to insure the appropriate quantity of Loop Filler is used without leaving excessive product on the pavement surface.

GENERAL PRECAUTIONS:

No part of the construction involving the application of Loop Filler shall take place during or just prior to rainfall. Air temperature shall be at least 55'F and rising. Do not apply if rain is forecast within 48 hours after application. Wash tools in water. Use paint thinner if material has dried. Keep from freezing. Do not store in direct sunlight or where temperatures exceed 1OO° F and no longer than one year.. Container should be closed when not in use. Keep out of the reach of children. If product has separated in container, it can be re-mixed with electric mixer.

PACKAGING: 5 gallon pails

Due to the wide range of variables affecting the results of application, such as weather conditions, construction equipment, and quality of other materials, there is no warranty, expressed or implied, that following this specification, or using the materials covered thereby, will assure satisfactory results.

MATERIAL SAFETY DATA SHEETS AVAILABLE ON REQUEST

-75 YEARS OF SERVICE TO THE ROAD CONSTRUCTION INDUSTRY-

OverKote Induction Loop Filler

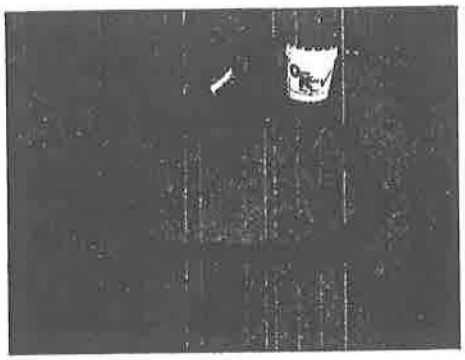
A one-component, pourable, sand filled, asphaltic emulsion for use in sealing inductive wire loops and leads imbedded in asphalt and portland cement concrete.

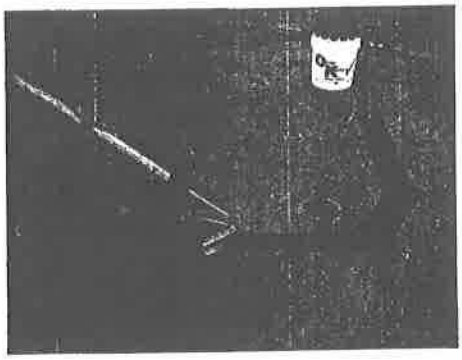
Application

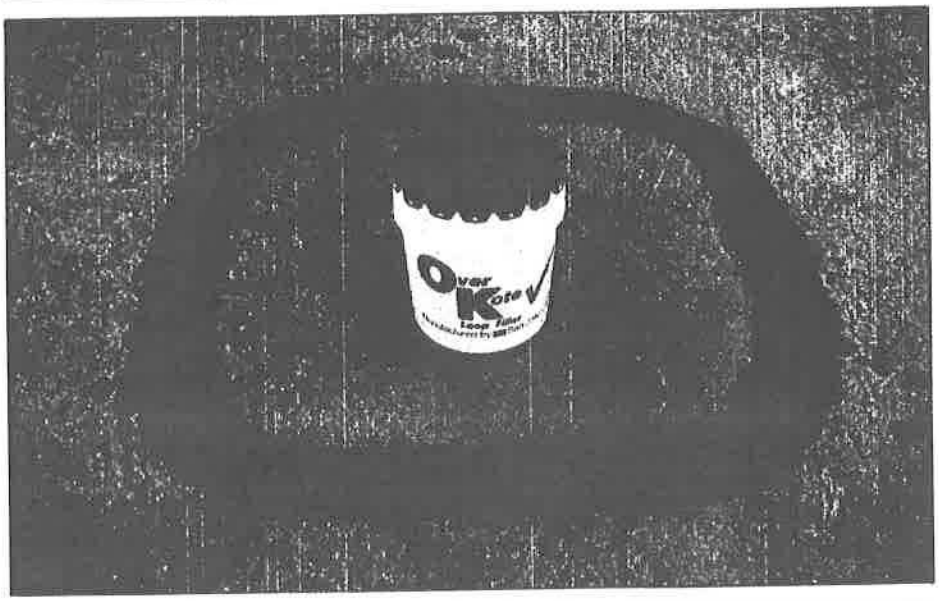
Prior to the filling, all saw cuts should be clean and preferably moist or damp. If necessary, dirt, loose pieces of asphalt or concrete material, and excess water in the saw cut shall be removed with an air jet. The surface of the surrounding pavement should be air-dry when the applicaiton of OverKote Loop Filler is made. OverKote Loop Filler should be thoroughly stirred before use, and protected from freezing.

OverKote Loop Filler should be used as received in the container without dilution or addition of any materials which might change its consistency. It may be applied by means of cone-shaped crack fillers, pouring pots, V-shaped squeegee or other appropriate equipment which will introduce the OverKote Loop Filler into the joint without undue waste adjacent to the cuts. All saw cuts should be filled approximately to the surface of the pavement.

Keep out of reach of children.







Material Specifications

The composition of the loop sealant shall be a sand filled, pourable, water emulsified bitumen. It will be the manufacturer's responsibility to produce a one-component product to meet the properties specified herein.

Residue by evaporation, weight percent use ASTM D2939	70 Minimum
Ash content, weight percent use ASTM D2939	50 to 65
Firm set time, hours test at one hour intervals, use ASTM D2939	4 Maximum
Brookfield viscosity, Poise RVT Spindle #3 10 RPM at 75 ±2°F	50 to 125
Properties of the Dried Film	
Flexibility, use ASTM D2939, except air dry specimens to constant weight at 75 ±5°F and 50 ±10% relative humidity. Condition mandrel and specimens 2 hours at 75 ±2°F before test. Use aluminum panels, 0.03 inches thick (Q panel or equal).	No full depth cracks
Tensile strength, psi, cast sheets 0.25 inches thick and air dry at 75 ±5°F, 50 ±10% relative humidity for minimum of 16 hours. Load rate 0.05 inches/minute, use ASTM D2523	20 Minimum
Elongation, % same conditions as Tensile Strength, psi, use ASTM D2523	2. Minimum
Slant-shear strength to concrete, psi, use California Test Method No. 434, Part VIII. Space damp blocks with 0.25 inches between slant faces, seal sides and bottom with tape and fill with the well stirred sample, strike off the excess. Dry in 140°F oven to constant weight and condition 1 day at 75 ±2°F before testing. Load rate to be 5000 obs/minute.	150 Minimum, with no loss of adhesion to concrete
Resistance to water, use ASTM D2939, Alternative B	No blistering, re-emulsification or loss of adhesion

Due to the wide range of variables affecting the results of application, such as weather conditions, construction equipment, and quality of other materials, there is no warranty, expressed or implied, that following this specification, or using the materials covered thereby, will assure satisfactory results.

A Product of
REED & GRAHAM INC.

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Over Kote Induction Loop Filler

Crack Filler, Asphalt Pavement Coating, Bumper Adhesive

1065-14-JDH Attachmeent A Pricing Schedule, Schedule 1 - Plastic Raised Pavement Markers (Taffic Buttons) and Adhesives								
Item No.	Estimated Annual Quantity	Unit of Measure	Description	Manufacturer's List Price	Percent (%) Discount	Unit Price	Extended Price	Contractor's Ordering Part Number
1	15300	Each	Raised Pavement Marker, Type 1 (round traffic button) Yellow 4" non-reflective, fabricated in ABS plastic. The base shall be designed to prevent "rocking." Alpine Products ANR-Y2 or **Equal Product**.	$ 0.55	20%	$ 0.44	$ 6,732.00	ANR-Y2
Proposed Equal Product Manufactuer/Model/Part #								
2	2500	Each	Raised Pavement Marker, Type 1 (round traffic button) White 4" non-reflective, fabricated in ABS plastic. The base shall be designed to prevent "rocking." Alpine Products ANR-W1 or **Equal Product**.	$ 0.54	20%	$ 0.43	$ 1,080.00	ANR-W1
Proposed Equal Product Manufactuer/Model/Part #								
3	3800	Each	Raised Pavement marker, Type 2 (square traffic button) White 1-way, 4"x4", fabricated in ABS plastic with round/soft shoulder design. Ray O Lite, Type G #8808 or **Equal Product**.	$ 1.30	20%	$ 1.04	$ 3,952.00	#8808
Proposed Equal Product Manufactuer/Model/Part #								
4	18000	Each	Raised Pavement marker, Type 2 (square traffic button) Yellow 2-way, 4"x4", fabricated in ABS plastic with round/soft shoulder design. Ray O Lite Type D #8806 or **Equal Product**.	$ 1.35	20%	$ 1.08	$ 19,440.00	#8806

Item No.	Estimated Annual Quantity	Unit of Measure	Description	Manufacturer's List Price	Percent (%) Discount	Unit Price	Extended Price	Contractor's Ordering Part Number
Proposed Equal Product Manufactuer/Model/Part #								
5	1200	Each	Raised Pavement Marker (Rumble Bar), White plastic, 4"x10" Beveled Ends, Pexco Davidson 3708W or **Equal Product**.	$ 5.50	20%	$ 4.40	$ 5,280.00	#3708W
Proposed Equal Product Manufactuer/Model/Part #								
6	2300	Each	Adhesive Pad, hot melt butyl 4"x4" precut for plastic button application.	$ 0.65	20%	$ 0.52	$ 1,196.00	QJ PAD
7	7,600	Pounds	Flexible Marker Adhesive, Hot Applied, Henry, Flexible.	$ 1.20	20%	$ 0.96	$ 7,296.00	HENRY FLEX
Proposed Equal Product Manufactuer/Model/Part #								
8	230	Gallons	Compound Loop Filler, Cold Poor, 5 gal. container, Reed & Graham 8040-41A-15 or **Equal Product**.	$ 14.00	20%	$ 11.20	$ 2,576.00	EED GRAHAI
Proposed Equal Product Manufactuer/Model/Part #								
				Schedule #1 Total			$ 47,552.00	
				5 Year Total, Schedule #1			$ 237,760.00	

1065-14-JDH Attachmeent A Pricing Schedule, Schedule 2 - Pavement Marking Powder and Tapes								
Item No.	Estimated Annual Quantity	Unit of Measure	Description	Manufacturer's List Price	Percent (%) Discount	Unit Price	Extended Price	Contractor's Ordering Part Number
1	128,000	Pounds	Thermoplastic Striping Powder Purchased in minimum increments of 8,000 pounds, palletized in 2,000 pound lots. Ennis Paint BC2000 or **Equal Product.**	$ 1.01	15%	$ 0.86	$ 109,888.00	BC2000W
Proposed Equal Product Manufactuer/Model/Part #								
2	25	Rolls	Temp Tape highway white, 4" x 100 yard, foil back. Flex-O-Line 200 construction grade or **Equal Product.**	$ 57.00	20%	$ 45.60	$ 1,140.00	
Proposed Equal Product Manufactuer/Model/Part #								
3	20	Rolls	Temp Tape highway yellow, 4" x 100 yard, foil back. Flex-O-Line 200 construction grade or **Equal Product.**	$ 57.00	20%	$ 45.60	$ 912.00	
Proposed Equal Product Manufactuer/Model/Part #								
4	2	Rolls	Heat applied pavement tape, 1' x 30' x .125", white. Magna Flame tape or **Equal Product.**			$ -	$ -	

Item No.	Estimated Annual Quantity	Unit of Measure	Description	Manufacturer's List Price	Percent (%) Discount	Unit Price	Extended Price	Contractor's Ordering Part Number
Proposed Equal Product Manufactuer/Model/Part #								
				Schedule #2 Total			$ 111,940.00	
				5 Year Total, Schedule #2			$ 559,700.00	

1065-14-JDH Attachmeent A Pricing Schedule, Schedule 3 - Preformed Thermoplastic Pavement Markings (Preheat)								
Item No.	Estimated Annual Quantity	Unit of Measure	Description	Manufacturer's List Price	Percent (%) Discount	Unit Price	Extended Price	Contractor's Ordering Part Number
1	10	Rolls	Ennis-Flint Hot Tape, HT895032, White, 90 mil, 6" x 30' , or **Equal Product**	$ 84.60	10%	$ 76.14	$ 761.40	HT985032
Proposed Equal Product Manufactuer/Model/Part #								
2	10	Rolls	Ennis-Flint Hot Tape, HT895040, White, 90 mil, 8" x 30' , or **Equal Product**	$ 112.20	10%	$ 100.98	$ 1,009.80	HT895040
Proposed Equal Product Manufactuer/Model/Part #								
3	10	Rolls	Ennis-Flint Hot Tape, HT895052, White, 90 mil, 12" x 30', or **Equal Product**	$ 168.90	10%	$ 152.01	$ 1,520.10	HT895052
Proposed Equal Product Manufactuer/Model/Part #								
4	10	Rolls	Ennis-Flint Hot Tape, HT895066, White, 90 mil, 18" x 30', or **Equal Product**	$ 252.60	10%	$ 227.34	$ 2,273.40	HT895066
Proposed Equal Product Manufactuer/Model/Part #								
5	10	Rolls	Ennis-Flint Hot Tape, HT895078, White, 90 mil, 24" x 30', or **Equal Product**	$ 337.20	10%	$ 303.48	$ 3,034.80	HT895078
Proposed Equal Product Manufactuer/Model/Part #								

Item No.	Estimated Annual Quantity	Unit of Measure	Description	Manufacturer's List Price	Percent (%) Discount	Unit Price	Extended Price	Contractor's Ordering Part Number
6	20	Packs (2 per Pack)	Ennis-Flint Hot Tape, Turn Arrow Standard Left, HT894058, 125 mil, 8' x 6'1" , or **Equal Product.**	$ 351.10	10%	$ 315.99	$ 6,319.80	HT894058
Proposed Equal Product Manufactuer/Model/Part #								
7	20	Packs (2 per Pack)	Ennis-Flint Hot Tape, Turn Arrow Standard Right, HT894062, 125 mil, 8' x 6'1", or **Equal Product.**	$ 351.10	10%	$ 315.99	$ 6,319.80	HT984062
Proposed Equal Product Manufactuer/Model/Part #								
8	20	Packs (2 per Pack)	Ennis-Flint Hot Tape, Straight Arrow Standard, HT894164, 125 mil, 9'6" x 3'3", or **Equal Product**	$ 302.50	10%	$ 272.25	$ 5,445.00	HT984164
Proposed Equal Product Manufactuer/Model/Part #								
9	10	Packs (10 per Pack)	Ennis-Flint Hot Tape, Shark's Teeth Yield Markings, HT896289, 125 mil, 12" x 18", or **Equal Product**	$ 116.40	10%	$ 104.76	$ 1,047.60	HT896289
Proposed Equal Product Manufactuer/Model/Part #								
10	10	Packs (10 per Pack)	Ennis-Flint Hot Tape, Shark's Teeth Yield Markings, HT896289X, 125 mil, 16" x 24", or **Equal Product**	$ 193.00	10%	$ 173.70	$ 1,737.00	HT896289X

Item No.	Estimated Annual Quantity	Unit of Measure	Description	Manufacturer's List Price	Percent (%) Discount	Unit Price	Extended Price	Contractor's Ordering Part Number
Proposed Equal Product Manufactuer/Model/Part #								
11	20	Each	Ennis-Flint Hot Tape, "Only" Markings, HT894132, 125 mil, 8 ft, or **Equal Product**	$ 251.20	10%	$ 226.08	$ 4,521.60	HT894132
Proposed Equal Product Manufactuer/Model/Part #								
12	30	Packs (5 per Pack)	Ennis-Flint Hot Tape, Bicycle Designated Lane, HT894735(+), 6' x 3', or **Equal Product**	$ 739.90	10%	$ 665.91	$ 19,977.30	HT984735
Proposed Equal Product Manufactuer/Model/Part #								
13	30	Packs (5 per Pack)	Ennis-Flint Hot Tape, Helmeted Bicyclist, HT400181, 6' x 3'4", or **Equal Product**	$ 739.90	10%	$ 665.91	$ 19,977.30	HT400181
Proposed Equal Product Manufactuer/Model/Part #								
				Schedule #3 Total			$ 73,944.90	
				Five Year Total, Schedule #3			$369,724.50	