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:
WESTERN TRAILER SALES CO.
1827 132ND AVE E

SUMNER, WA 98390 United States
Fax: ()

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

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

CONTRACT

CONTRACT NO.	REVISION	PAGE
5792204	0	1 of 1

CREATION DATE	BUYER
13-AUG-2015	LINDA MCKINLY
DATE OF REVISION	BUYER

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
615948	NET30DAYS	Paid	DESTINATION, FREIGHT PAID	Best Way	Telephone: ()

DESCRIPTION

Furnish Aluminum Refuse Trailers as requested by authorized King County Department of Natural Resources and Parks - Solid Waste Division personnel during the period August 17, 2015 through August 16, 2020, in accordance with the terms and conditions of King County ITB 1233-15-LSM and the corresponding bid of Western Trailer Sales Co., both incorporated by reference as if fully set forth herein.

The first twenty trailers to be provided at a total cost of $1,672,360. The unit cost for subsequent orders is $83,716.00.

Estimated Contract Value $2,000,000

Authorized Signature

Invitation to Bid

King County

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

ADVERTISED DATE: JULY 16, 2015

Invitation to Bid (ITB) Title:	Aluminum Refuse Trailers
ITB Number:	1233-15-LSM
Due Date:	August 6, 2015 - 2:00 p.m.
Buyer:	Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701
Alternate Buyer:	Patty Reid, patty.reid@kingcounty.gov, 206-263-9304

Furnish new, current model, aluminum refuse trailers as requested by King County Solid Waste personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: $ 1,672,360.00 *

PRE-BID CONFERENCE

Date: July 23, 2015
Time: 2:00 P.M.
Location: King County Chinook Bldg, 3rd Floor
401 5th Ave., Rm. 328
Seattle WA, 98104

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

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

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

Company Name Western Trailer Sales Co		
Address 1827 132nd Ave E		City/State /Postal Code Sumner, WA 98390
Signature Ed Woolcock	Print name and title Ed Woolcock Sales Representative	
Email ewoolcock@westerntrailer.com	Phone 253-470-7066	Fax 208-472-3580
SCS/DBE Certification Number		

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

SECTION 1 Instruction to Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

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

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

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

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

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

1.3 Electronic Commerce and Correspondence

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

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

registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

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

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

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

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

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

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

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

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

2.5 Substitutions

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

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

2.6 Forms Required Before Contract Award

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

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

*If not on file with the County

2.7 Rejection of Bids

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

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

2.8 Single Bid Receipt

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

shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

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

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

2.10 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

3.3 Invoices and Payment

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

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving

a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

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

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

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

3.10 Indemnification and Hold Harmless

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

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition

King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

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

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

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

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

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The

Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

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

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

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

E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that

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

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

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

3.21 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of $100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. "Measurable Amount of Work" means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one week period.

The requirements of the ordinance, including payment schedules, are detailed at http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

3.22 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.

3.23 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.

3.24 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.

3.25 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 value of this contract is approximately $2,000,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB. The County expects to place an initial order for twenty (20) units, with additional order placements throughout the contract term.

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

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

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

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

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

4.4 Shipping Charges

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

4.5 Packing Slips

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

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

4.6 Use Report

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

4.7 Warranty

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

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

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

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

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

4.8 Warranty Remedies

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

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

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

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

4.9 Pricing of Spare Parts

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

4.10 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.

4.12 Insurance Requirements

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

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

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

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

Employers Liability Stop Gap: $1,000,000

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

SECTION 5 Technical Specifications

5.1 General Requirements

The equipment specified in this ITB is for use at a new Transfer Station facility. Subsection 6.2 Delivery, allows 150 days for delivery of most units (14 units).The County however, desires to have six units delivered and operational by November 1, 2015. Subsection 6.5 Pricing, requests that bidders submit pricing for an escalated delivery schedule for the initial six units.

These specifications cover new aluminum refuse trailers of current manufacture, which will meet or exceed the following requirements. The aluminum refuse trailer, as delivered, shall be designed and built in compliance with all applicable local, Washington State, and Federal regulations.

5.2 Compliance with Specifications

To be eligible for award, bidders shall indicate whether the refuse trailers they are offering meets, exceeds or deviates from the specifications in the space adjacent to each item. Bidders shall insert a detailed description of the aluminum refuse trailer offered in the space provided for each item in the vehicle specifications if it varies in any way. Attach additional sheets if more space is needed.

5.3 Alternatives

Substitutions will not be allowed on items called out by brand name. King County reserves the right to reject or accept deviations to these specifications in accordance with its best interest.

5.4 Intended Use

The aluminum refuse trailer will be used to haul refuse to the Cedar Hills regional landfill. There are currently four rear loading transfer stations in use by the King County Solid Waste Division, Enumclaw, Vashon Island, Shoreline and Bow Lake. The new Factoria Recycling & Transfer Station shall be a rear loading operation when opened in early 2016. The trailers must be waterproof. The aluminum refuse trailer will use a Columbia Industries tipper owned by King County to empty the trailer of its load. The landfill is open 359 days/year, 12 hours/day.

5.5 Safety

The aluminum refuse trailers as delivered shall be constructed in compliance with all applicable local, Washington State and Federal regulations. The aluminum refuse trailers shall comply with all applicable Federal (O.S.H.A.) and Washington State (W.S.H.A.) safety regulations.

5.6 Standard Equipment/Descriptive Materials

The aluminum refuse trailer offered shall include all of the manufacturer's standard equipment for the model offered in addition to the items required by the specifications.

5.7 Documents to be Sent with Equipment

The following shall be sent with the aluminum refuse trailer. The equipment will not be considered received and the invoice will not be processed without receipt of all documents.

A. Manufacturer's Statement of Origin.

B. Certificate of Pre-delivery Service.

C. Warranty certificates.

D. Operators Manual.

E. Title Application.

F. Certified weight slip for each Trailer delivered.

5.8 Title and Licensing

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

5.9 Dealer Identification

Dealer's name shall not appear on the aluminum refuse Trailers.

5.10 Pre-Delivery Servicing

A. The aluminum refuse trailers will not be accepted without repair of damage sustained during shipment. It shall be the Contractors responsibility to remedy any defects or shortages before delivery or acceptance of the equipment by King County.

B. The aluminum refuse trailers shall be delivered in "clean" condition to assure body "in transit" damage would be visible.

C. Pre-delivery service work shall be done locally, not at the factory.

D. The aluminum refuse trailer shall be delivered completely serviced, inspected and checked, in accordance with the following service requirements:

1. General appearance of interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks.
3. Mechanical operation of equipment.
4. A check of all electrical operations to include exterior lights, all switches and controls.

E. Two (2) County persons will inspect the aluminum refuse trailer at the manufacturer's facility prior to final delivery to King County. The manufacturer shall cover all travel expenses.

5.11 Parts and Service

A. Service Capability:

To be eligible to award, bidders shall have facilities, skilled and trained personnel, equipment and parts available to completely service, maintain, overhaul and repair the vehicles offered within a fifty (50) mile radius of the delivery location. King County Solid Waste personnel will perform minor repairs, at:

King County Solid Waste Division
Cedar Hills Landfill
16645 228th Ave SE
Maple Valley, WA 98038

Indicate service facility below:

Company:	Western Trailer Sales Co
Address	1827 132nd Ave E, Sumner, WA 98390
Telephone No.	253-463-0902

King County may inspect bidder's parts and service facility prior to bid award.

B. Parts Availability

The Contractor shall maintain an adequate stock of normal replacement parts and shall make deliveries within forty eight (48) hours when requested. The Contractor shall absorb all shipping costs to provide this 48-hour delivery of normal replacement parts.

C. Pricing

The Contractor and manufacturer shall guarantee that parts prices will be as low as such parts are sold to any other user purchasing similar quantities under similar terms and conditions, and that if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user purchasing similar quantities under similar terms and conditions, effective with the date of such price reduction or increase to the general trade.

5.12 Maintenance Items Locations

A. Prior to award, the apparent low bidder will meet, at the delivery location, and come to agreement with the Solid Waste Division on placement and location of the following items:

1. Controls and switches
2. Pig tails
3. Air hoses
4. Wiring

Failure to reach a no cost increase agreement will result in considering the bid non-responsive.

5.13 Warranty

A. Warranty shall begin on the date the unit is placed into service, not delivery date. Contractor shall be notified of the "in service" date.

B. The Contractor hereby warrants itself that for a period of one (1) year from the date of final acceptance, they shall at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship. The warranty shall include all components of the trailer regardless of whether these components were built by the trailer manufacturer or outside supplier.

C. The contractor shall accept responsibility and cost for transportation of trailer(s) from King County to an authorized repair facility and for their field technician travel time and mileage to and from repairs for the warranty period.

D. The basic trailer warranty shall be twelve (12) months.

E. King County may avail itself of the manufacturer's standard warranty if more beneficial to the County.

F. There shall be a clear and concise statement of the terms and conditions of the warranty including the period and extent of coverage for all defects in material workmanship and design.

G. Warranty Repair Costs - Contractor shall furnish to King County Solid Waste Division no-charge invoices for all work performed under the warranty described in these specifications. Each invoice shall itemize parts used and show labor charges.

H. King County shall be responsible for all warranty and recall work. The contractor shall reimburse King County for all warranty and recall work at the current shop rate of $79.50 per hour. King County reserves the right to have the contractor perform warranty and recall work at King County's discretion. King County Solid Waste personnel reserve the right to perform any warranty repairs without voiding the basic or extended warranties at Solid Waste's maintenance facility.

I. The Contractor shall submit copies of applicable warranties upon request by the County.

5.14 Training

A. The following training shall be conducted at the delivery address and be included in the bid price.

1. Manufacturers approved factory training, conducted by professional instructor proficient in the operation of the trailer for a minimum of two (2) technicians.
2. Training shall cover all unit systems, maintenance, troubleshooting and diagnosis.
3. The County shall verify the proposed training sessions provided by the Contractor meet the minimum requirements listed.

B. Training date shall be scheduled and confirmed prior to delivery of equipment. The training shall include instructions for shop technician and driver training.

C. Four (4) hours of shop technician and driver training shall be provided for each shift at King County maintenance facility (day and afternoon shift). Driver training shall be four events, day and afternoon shift, two consecutive weeks. Training shall be included in the per unit price.

5.15 Qualifications of Vendors

Only vendors experienced in this type of trailer manufacturing, and with a record of successful completion of contracts of similar scope and value will be considered for this contract. King County will be the sole judge of the vendor's ability to meet the requirements of this paragraph. It is expected that the successful bidder(s) have a minimum of five (5) years' experience manufacturing solid waste trailers of this scope and size.

5.16 Minimum Specifications for Rear Load, Aluminum Refuse Trailer.

	COMPLY	DEVIATE	EXCEED
A. General			
1. Capable of connecting to existing fleet of Kenworth T800 tractors owned by King County Solid Waste without any alterations. See Subsection 5.16.A.m and 5.16.A.n for tractor information.	✓		
2. Capable of hauling minimum 30 tons payload legally with tractors owned by King County.	✓		
3. Capable of connecting to and being latched for loading by the Amfab and SSI compactors owned by King County Solid Waste without any alterations to trailer, facilities or compactors.	✓		
4. Capable of tipping on the Columbia Industries Low Profile Landfill Tipper owned by King County Solid Waste to empty the trailer full of refuse without any alterations to trailer or the tipper.	✓		
5. Bid submittal to include drawing indicating trailer dimensions, axle group loading, axle locations, landing leg location, king pin load, side construction (top rail, bottom rail, side posts) etc. with 14'-7" four axle group spacing . Payload: 60,000 pounds minimum, assume 34 ft. long 7 ft wide and 7 ft. high, uniformly loaded refuse cube; rear of cube located 4 ft. ahead of rear of trailer door.	✓		
6. Trailer GVWR: 86,000 lb.	✓		
a. Trailer length: 48'-0"	✓		
b. King pin setting: 24 in.	✓		
c. Trailer axle spacing: 14' 7" spread on Quad. 9' 7" Tridem spacing with 60" to lift/non steer axle.	✓		
d. King pin to rear axle: 43'-6".	✓		
e. Overhang (rear axle to end of trailer): 30 in. (max)	✓		
f. Outside dimensions:			
(1) Width: 102 in.	✓		
(2) Maximum width with door open 118"	✓		

	COMPLY	DEVIATE	EXCEED
(3) Overall height: 13 ft. - 06 in. (max) with 51 in. Fifth Wheel height.	✓		
g. Inside dimensions:			
(1) Skin to skin: 98" in.	✓		
(2) Side height: 107 in.	✓		
h. Door opening (clear)			
(1) Width: 98 in.	✓		
(2) Height: 99 in.	✓		
i. Appurtenances per Washington State regulations, licensable without a variance.	✓		
j. Height to door opening 53 inches above ground unladen. This is to insure container can be loaded by compactor.	✓		
k. Taper: none	✓		
l. Trailer to be watertight to 12 in. above floor, including rear door and front dam. Watertight is defined as no visible leakage over a two hour period. The watertight requirement applies throughout the 12 month warranty period except normal wear and tear on the door seal will be considered a maintenance item.	✓		
m. Tractor information			
(1) GVWR: 56,000.00 lbs.	✓		
(2) Wheelbase: 220 in: Axles 1-4: 20ft 9in. Axle 2-4: 9ft 6in.	✓		
(3) Front axle load: 12,350.00 lbs. Front springs: taper leaf 14.6k.	✓		
(4) Rear axle load: Tandem axle 42.500.00 lbs. Kenworth air-ride 46k.	✓		
(5) Lift axle: Watson Tru-Track.	✓		
(6) Fifth wheel: Holland FW35-8001-T-3-L-86.	✓		
(7) King pin position: from + 4in. to + 28in.	✓		

	COMPLY	DEVIATE	EXCEED
n. Tires:			
(1) 8 drivers 11R22.5, LRH G177. Goodyear. Duraseal.	✓		
(2) 2 Lift axles: 2.55 70R 22.5 LRH G167. Goodyear.	✓		
(3) Steering: 11R 22.5 LRH G287. Goodyear	✓		
B. Construction			
1. The aluminum refuse trailer shall be sheet and post riveted no gaps for debris to fly out during transit.	✓		
2. Sides			
a. 156 (5086-H34) Natural finish impact and wear resistant aluminum skin. 3/16" Stainless steel huck bolts fasten skin to top and bottom rails. Stainless steel rivets used to fasten skin to side posts.	✓		
b. Smooth sides inside designed for emptying by a landfill tipper.	✓		
c. Stainless steel 3/16" rivets attach panels to posts 5/16" stainless steel huck bolts post to rails.	✓		
d. 36" x 14" Screened vent located between posts in 1st panel from front of trailer both sides to allow ventilation for tipping. Vents to have rubber flap covering interior.	✓		
e. Rear interior to have additional scuff liner, scuff plate, for tipper type trailer. Scuff liner to be Domex 110 4mm, 48" high x 16' long, both sides at the rear interior of the trailer. Scuff plate is provided on the side walls at the rear 16' of trailer. This scuff plate will be 48" high and be integral with the lower rail.	✓		
3. Post:			
a. Material: 6005-T5 Aluminum Extrusion.	✓		
b. Dimensions: 1-3/4 high" x 5" wide on 14" centers.	✓		

	COMPLY	DEVIATE	EXCEED
c. 5/16" Stainless steel Huck bolts to fasten post to top and bottom rail. Huck-bolted to bottom rail, riveted to side sheet maximum 4 in. center to center, 2 in. center on the seam joints.	✓		
d. Aerodynamic radius.180 thick	✓		
4. Bottom rail Steel formed Domex 110XF material 4mm thick. Formed section 8-5/8" high with a 2-1/2" wide bottom flange. This rail is to be designed specifically for use in platform tipper application.	✓		
5. Cross members: 5" 6061-T6 aluminum extruded "J" sections spaced on 14" nominal centers. "J" sections have an I-beam style 3/16" top flange, 3/16" web and a .30" bottom leg which is offset to the rear of the section to maximize the rotational strength of the crossmember.	✓		
6. Top Rail: Extruded, heavy duty one piece 6061-T6, heat treated aluminum rail full length of trailer. The rail is 4" x 4.5" x .2188" thickness throughout. The rail is configured with a pocket to accept the side posts and skin and allows the roof posts and skin to align with the side wall to eliminate shear at the top.	✓		
7. Front Bulkhead:			
a. 156 (5056-H34) Natural finish impact and wear resistant aluminum skin. Interior posts and square corners on front of trailer for increased volume. Vertical posts on 14" spacing. 5/16" stainless steel rivets to attach posts to lower rail and front top header. 3/16" stainless steel rivets to attach skin to lower rail and top header. Stainless steel rivets to attach skin to front posts.	✓		
b. 90 degrees corner design.	✓		
c. Glad hands: blue on curbside, red on roadside.	✓		

		COMPLY	DEVIATE	EXCEED
8.	King pin plate: 5" high steel fabricated Domex 110XF coupler assembly. Domex 110XF Steel grid reinforced kingpin plate with 2" SAE heat Treated Kingpin.	✓		
	a. Plate to extend 12 in. behind king pin.	✓		
	b. Mud shield, full width, front 9 ft of trailer.	✓		
9.	Rear corner posts Tipper Platform rear door frame type. Fabricated steel rear door frame consisting of structural steel tubular section on top and sides. Formed steel rear bar (Domex 110XF) integral with corner posts and subframe.	✓		
10.	Tailgate: A single side hinge swing door with hinges on Curbside. Extruded aluminum (6061-T6) sections form the perimeter and interior stiffeners. .156" (5086-H34) natural finish impact and wear resistant aluminum skin. 1- 3/8" offset hinges and hinge butts provide a 270 degree open door. Water tight design with full perimeter seal with a paddle lock on the Roadside. (2) Haz-Mat style twist locks provided at the bottom of the door. Hinge butt must not protrude past rear frame post. Hinge shall be bolted to frame and door. Stainless steel hinge rod must be ¾" round.	✓		
	a. Seal Seal Watertight seal across bottom of door and 2 ft. up sides; seal on door, mating surface on trailer.	✓		
	b. Safety latch: Two Haz-mat locks at bottom of door, to pull in and secure door in closed position. Latch hardware, cast ductile iron with grease fittings at all pivot points.	✓		
	c. 5/16"" Safety chain and key hole, roadside, to hold gate in open position while backing up and during unloading. Rubber bumpers door mounted	✓		

	COMPLY	DEVIATE	EXCEED
11. Roof: Solid roof. 120" (5086-H34) natural finish impact and wear resistant aluminum skin. 1 1/2" x 5" (6005-T5) extruded aluminum roof posts on 18" centers. Waterproof assembly with reverse laps on roof skin to avoid damage from load. Posts on top side of roof panel. Stainless steel huck fasteners and rivets used throughout the roof assembly.	✓		
12. Floor: 3.2mm Hardox 450 abrasion resistant steel full width plate welded to side rails full length of the trailer. Maximum three sheets.	✓		
C. Electrical			
The wiring diagram is shown in Attachment A - Wiring Diagram. All wiring to be enclosed in conduit. All electric and air lines to be accessible and serviceable.	✓		
1. Trailer electrical connection:			
a. Primary: 7-way, per Attachment B - Drawing; SAE J-560 CONNECTOR.	✓		
(1) Secondary: 7-way, per Attachment B - Drawing; ISO 37-31 CONNECTOR.	✓		
(2) Lights, 12 volt. (All signal/marker lights LED)	✓		
b. Rear lights: mounted in door.	✓		
(1) Stop and tail light: Truck Lite or equal, rubber mounted.	✓		
(2) Marker and ID lights: Truck Lite, or equal, with grommet and pigtail; side marker lights mounted along bottom of trailer with rearmost marker lights visible to driver in mirror when backing up in the dark. Cone type lights.	✓		
(3) Turn signal/marker light: Truck Lite Model 60 or equal, watertight, with grommet and pig tail, mounted at mid-point of trailer.	✓		
(4) Back-up lights: 2 each, Truck Lite or equal, led.	✓		
(5) ABS (yellow) light, at rear of trailer, roadside. (Visible to driver)	✓		

	COMPLY	DEVIATE	EXCEED
(6) Wiring harness not to be routed inside trailer (in refuse area)	✓		
(7) All lights rubber mounted.	✓		
(8) All lights and reflectors to meet ICC and DOT requirements.	✓		
(9) Back-up alarm, fixed 87db.max.	✓		
D. Landing Gear			
1. Holland model LG-5004-700	✓		
2. Removable crank handle, roadside, Part # LG0083-01, attached to roadside landing gear bracket when not in use.	✓		
3. Landing gear legs to be 74" outside to outside measurement.	✓		
4. Front of landing legs 140 inches from front of trailer.	✓		
E. Suspension			
1. Hutch CH9700, cast flange mount, weld on, tanker option. "Tanker Option" is available from hutch and includes hardened sacrificial 3/8 inch wear pads in the front and rear hangers, cast eye ends on the adjustable torque arms and ½ inch (instead of ¼ inch) plates on the spring seats. The tanker option package is designed to beef-up critical areas of the suspension for equipment in an enhanced application.	✓		
2. Hutch 365-00, 3 leaf high arch spring.	✓		
3. 9 feet 7 inches spacing for three rigid axles.	✓		
F. Axles			
1. Solid Axle: a. A four axle group including three (3) solid axles and one (1) lift axle.	✓		
b. 77-1/2 inches track	✓		
c. 22,500 pound rating per axle	✓		
d. 5 inches round	✓		

	COMPLY	DEVIATE	EXCEED
e. Three (3) Meritor TP4681LS8257 pre-assembled axles with flanged cap nut, 33mm, hub piloted steel hubs, synthetic lube.	✓		
f. Stemco 650-0598 hubo-meter on roadside, center axle of the three (3) solid axles.	✓		
2. Drop Axle One (1) Watson & Chalin two-wheel lift axle installed in front of forward solid axle. Lift Axle forward of solid axles located close enough to solids to form a four (4) axle group. The lift axle to be wired per the red wire of the secondary pigtail described in Attachment B – Drawing so it can be controlled up/down by a switch located in cab of truck. When deployed to up position with this switch the backup alarm will not sound unless truck is in reverse.			
G. Brakes	✓		
1. Brake system shall meet Federal and State regulations			
2. Air operated, Meritor Extended Service, Q Plus, brakes (non-asbestos lining), S cam type, on all four axles.	✓		
a. Lift axle: (1) 5 x 4	✓		
b. Solid axle: (1) 16.5 x 8.625	✓		
(2) Dust shields	✓		
3. Brake system shall meet Federal and State regulations.	✓		
4. Install a 4S/3M ABS on axles 2, 3 & 4. Have no ABS (relay valve only) on axle 1, the lift axle. Electrical wires routed vertically to frame. (Not across axle).	✓		
5. Wired to cab (dash) mounted Trailer ABS malfunction light through 7 way.			
6. ABS test lead port mounted ahead of trailer suspension underneath center.			

	COMPLY	DEVIATE	EXCEED
7. Meritor automatic slack adjusters without enclosed camshafts.	✓		
8. Air operated spring parking brakes, Series 30/30 on solid axle and series 24 on lift axle, Anchor Lock Life Seal mounted on horizontally on upper side of axles. Axle components shall not interfere with the operation of the SSI compactor hook system. Air lines vertically to frame. (not across axle)	✓		
H. Air System			
1. Air filter: Sealco # 2550, in supply line, prior to air tanks.	✓		
2. Phillips W12-206 pressure relieving glad hand, mounted on service side.	✓		
3. Air lines on brake cans to be rubber hoses not synflex, with JIC fitting on both ends.	✓		
I. Tires and Wheels			
1. Twelve (12) each, 11R22.5, LRH, Goodyear G731. Duraseal for the solid axles.	✓		
2. Two (2) each, 255/70R22.5, LRH, Goodyear G731 for the lift axle.	✓		
3. Wheels: Fourteen (14) Steel, 10 studs, 22.5 x 8.25, hub piloted, 2 hand hole, white powder coated, Accuride part number 50308PKWHT21 or 50408PKWHIT21. Color: White Schrader TR573 or equal tubeless valve stem	✓		
J. ICC SSI Bumper (See Attachment B - Drawing)	✓		
1. 3-1/2" inch x 5/8" inch wall round tube.	✓		
2. Trailer area below rear door of sufficient strength to withstand trailer being emptied on Columbia Tipper owned by King County Solid Waste Division.	✓		

	COMPLY	DEVIATE	EXCEED
3. Trailer SSI latch bar positioned at center of trailer, 16-1/2 inches above ground level. 28 inches from rear axle to center SSI latch bar, 3" schedule 160 pipe. Height from floor to center of SSI latch bar: 16-1/2 inches.	✓		
4. Width: Minimum of 14 inches	✓		
K. Mudflaps			
1. 24 in. wide, ahead of and following the triple axles, to 15 in. above ground	✓		
2. Schlegel 11 in. anti-spray brush curtain full length of tires roadside and curbside; Skirting shall extend to outside of tire tread.	✓		
L. Paint			
1. All non-aluminum metal painted with silver production grade enamel.	✓		
2. All aluminum components left natural.	✓		
3. Mylar or equal material between all steel and aluminum parts.	✓		
M. Miscellaneous			
1. The vehicle shall be equipped with all necessary safety devices as required by local, Washington State and Federal regulations.	✓		
2. Registration holder front of trailer, curbside.	✓		
N. Operating and Maintenance Manuals The vendor shall furnish copies as specified below, for the total order, of the following:			
1. Operator's Manual (two each): Giving full and complete information and instructions on operation of the vehicle.	✓		

		COMPLY	DEVIATE	EXCEED
2.	Service Manual (two each): Giving detailed instructions on the maintenance and repair/major overhaul of all components of the equipment, including electrical diagrams (schematic and actual) with proper identification in relationship to the as-built condition of the equipment. Preventative maintenance schedules and procedures for components subject to heavy wear to be included.	✓		
3.	Parts List (Two each): To identify all equipment components, including all purchased items. This identification shall be by nomenclature and description or exploded-view drawings related to the equipment manufacturer's part number.	✓		
4.	Parts catalog (two each): Identifying components, including all purchased items.	✓		

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

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

6.2 Delivery

A. Delivery of the first six (6) trailers is required as soon as possible and not later than ninety (90) days after order placement. Delivery of the remaining fourteen (14) trailers is required as soon as possible and not later than one hundred fifty (150) days after order placement. Bid prices shall include delivery, FOB destination, to the following location:

King County Solid Waste Division
Cedar Hills Landfill
16645 228th Ave SE
Maple Valley, WA 98038
Attn: Ken Stephenson
Delivery Hours/Days: 7:30 AM – 3:30 PM, Monday – Friday.

B. The aluminum refuse trailers shall be delivered with a Certificate of Origin, Title Application and Warranty Certificates.

C. Unless special arrangements are made, the aluminum refuse trailer shall be delivered only during the hours stated above. Deliveries shall be coordinated with the purchaser at least 24 hours in advance and scheduled for a mutual agreeable time. Equipment delivered without prior notice may be rejected, requiring a second delivery at the Contractor's expense. The aluminum refuse trailer shall not be left unattended at destination or delivered during non-business hours/days unless expressly approved in advance by the costumer.

D. The aluminum refuse trailer shall be tested and approved prior to delivery, and all records of same shall be submitted at time of delivery.

E. The aluminum refuse trailers shall have no more than 500 miles upon delivery.

F. If a drive out allowance is offered, it shall be shown as a separate deduct amount in the bid response, complete with details explaining the drive out procedure.

6.3 Prompt Pay Discount.

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

A. The date printed on the invoice is more than three days earlier than the invoice receipt date;

B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 0 **%** - 0 **Days, Net** 30

6.4 Pricing

Provide vehicle information and a unit and total bid price below for regular and escalated delivery. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Item No.	Est. Qty	Description	Unit Price	Extended Price
1	6	Aluminum Refuse Trailer **(90 Day Delivery Guarantee)** Year/Make/Model: 2016 Western 48' FF Refuse	$ SEE ATTACHMENT	$ SEE ATTACHMENT
2	14	Aluminum Refuse Trailer **(150 Day Delivery Guarantee)** Year/Make/Model: 2016 Western 48' FF Refuse	$ SEE ATTACHMENT	$ SEE ATTACHMENT
			Total	$ ATTACHED

WESTERN TRAILERS

P.O. Box 5598
Boise, Idaho 83705

King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
ITB Number 1233-15-LSM

Buyer: Linda Mckinly

In regards to ITB Number 1233-15-LSM, Western Trailers will not able to complete the production of these units in the specified time frames. We value the opportunity to bid on the Aluminum Refuse Trailers and are able to commit to a 180 day completion date after award of contract.

Unit Price per each trailer

$ 83,716.00 Specifications per ITB: 1233-15-LSM
Extended Unit Price: 20 Units
$ 1,672,360.00 Specifications per ITB: 1233-15-LSM

Thank you for your consideration.

Ed Woolcock
Sales Representative
Western Trailers
1827 SE 132nd Ave. E
Sumner, WA 98390
Direct: 253-470-7066
Cell: 253-951-3094
Fax: 208-472-3580

Phone (208) 344-2539
Fax (208) 344-1521
www.westerntrailer.com

6.5 References

List the names and addresses of four (4) customers, for whom the bidder has provided similar equipment as that specified, 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:	Columbia Basin LLC
Company Address:	2021 N. Commercial, Pasco, WA
Company Phone:	509-544-7715
Contact Person:	Darrick Dietrich
Dates:	3-2000 To Present

Company Name:	Dietrich LLC
Company Address:	7211 NE 43rd, Vancouver, WA 98661
Company Phone:	360-892-3881
Contact Person:	Jeff Fuller
Dates:	4-2005 to Present

Company Name:	Veneer Chip Transport
Company Address:	2205 Pacific Coast Highway E, Tacoma, WA
Company Phone:	253-922-1911
Contact Person:	Jon Lucich
Dates:	11-2014 to Present

Company Name:	Ecology Auto Parts
Company Address:	14150 Vine PL, Cerritos, CA 90703
Company Phone:	562-404-8683
Contact Person:	Aaron Siroonian
Dates:	5-2005 to Present

SECTION 7 Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately

URGENT

King County

King County
Procurement and Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue, Seattle, WA 98104

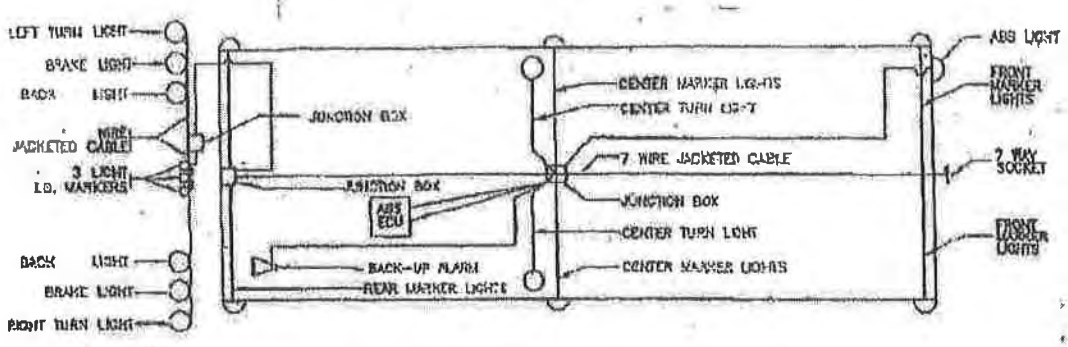
Bid No.: **1233-15-LSM**
Bid Title: **Aluminum Refuse Trailers**
Due Date: August 6, 2015 - 2:00 p.m.
Vendor: Western Trailer Sales Co.

URGENT

ITB 1233-15-LSM
Aluminum Refuse Trailers

Attachment A

Wiring Diagram



Primary Pigtail

Green wire: Right turn light

Red wire: Brake light

Yellow wire: Left turn light

Blue wire: Not used

Black wire: Marker, tail lights

Brown wire: Back-up alarm

White wire: Ground

Secondary Pigtail

Green wire: Not used

Red wire: Drop axle up

Yellow wire: Not used

Blue wire: ABS power, ABS warning light

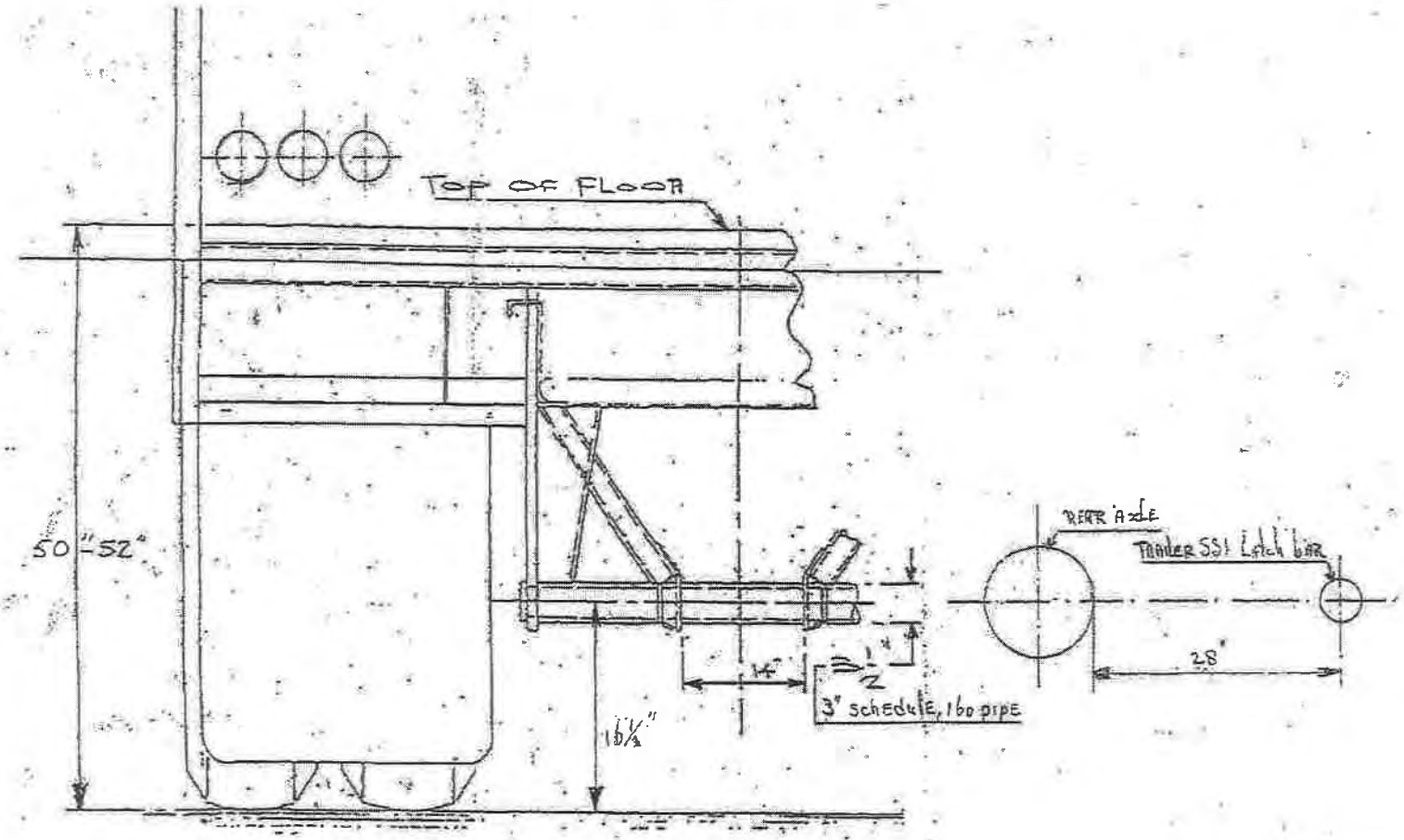
Brown wire: Not used

Black wire not used

White: Ground

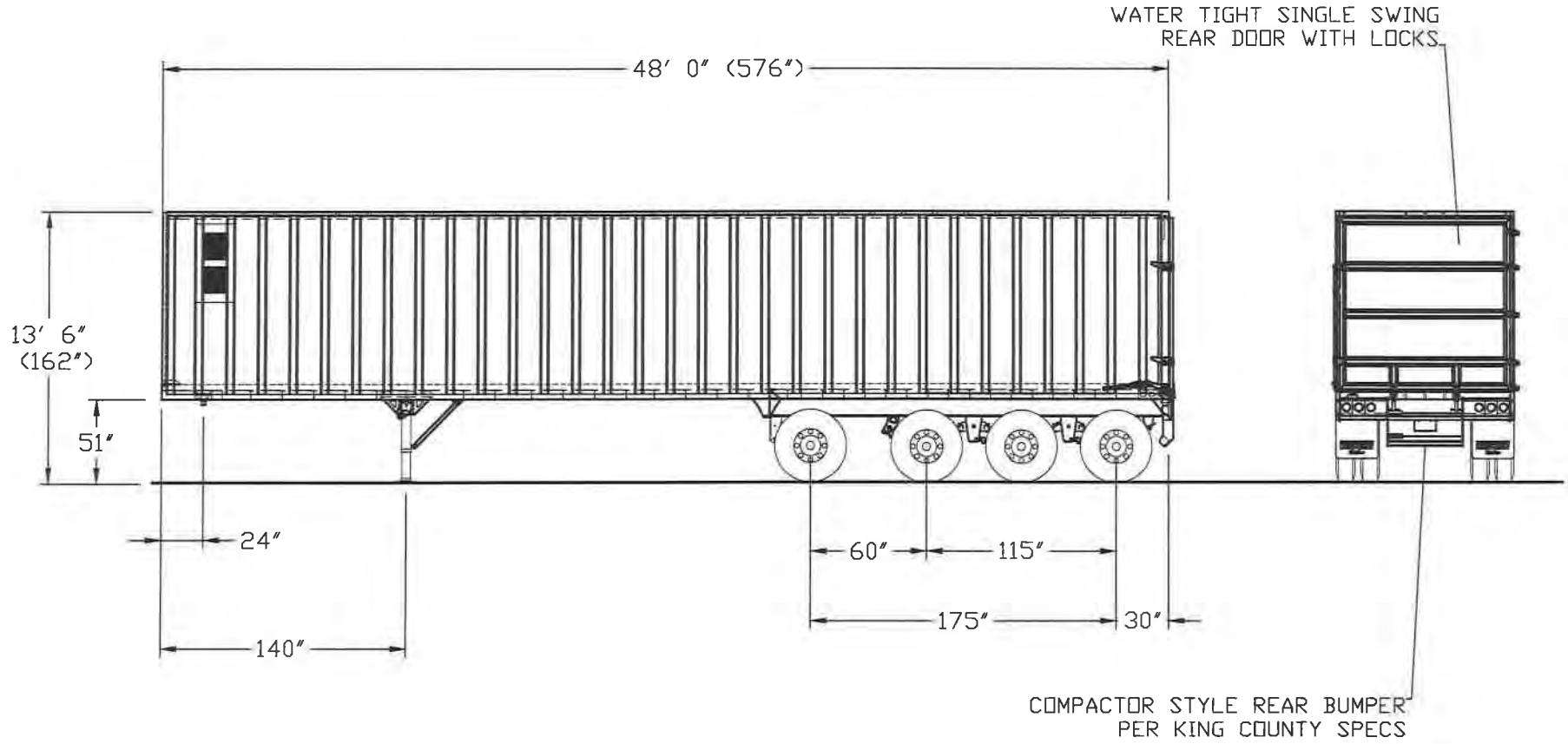
Attachment B

Drawing



DRAWING A:
NOT TO SCALE.

8/5/2015 2:51:58 PM, mbanks



ROUTE		REV	
1		A	
2		B	
3		C	
4		D	
5		E	

WESTERN TRAILERS®
(208) 344-9928 6701 BUSINESS WAY, BOISE, IDAHO 83716 www.westerntrailer.com

48' FLAT FLOOR QUAD AXLE SEMI KING COUNTY

STOCK	NO	SCALE	NONE	DATE	02.02.2013	DRW.BY	M.E.B.
SUBLET	NO	TRAILER NO.		WEIGHT (POUNDS)	0.000	PART NO.	58004KC

This drawing is the sole property of Western Trailer Company, and cannot be used for any purpose detrimental to our interests. To do so would be in violation of U.S. Copyright Code Public Law No. 94-533.

TRACTOR TRAILER COMBINATION - WASHINGTON KING COUNTY PROPOSAL
5-Aug-15 2:38 PM 48' FLAT FLOOR QUAD SEMI

Tractor Information

Tractor Wheelbase (in.):	220	
Driver Axle Spacing (in.):	52	
Front Axle Setback (in.):	30	
Front Axle to BOC (in.):	98	
Fifth-Wheel Set Ahead (in.):	24	(ahead of trunnion)
Pusher Axle Location (in.):	87.25	(ahead of trunnion)
Steering Load Limit (lbs.):	12350	
Pusher Load Limit (lbs.):	9000	

Trailer Information

Trailer Length (ft.):	48.00	
Kingpin Setting (in.):	24	
Rear Axle Setting (in.):	30	
Number of Trailer Axles:	4	
Trailer Axle Spread (in.):	175	
Load Center from Front (ft.):	24.00	24.00 :Load Setback (ft.)
Trailer Steering Axles (0,1,2):	0	

Tare Weights

Steering Axle (lbs.):	11900
Pusher Axle (lbs.):	1500
Drivers (lbs.):	8410
Trailer Coupler (lbs.):	5955
Trailer Axles (lbs.):	12655
Total Tractor Tare Weight (lbs.):	21810
Total Trailer Tare Weight (lbs.):	18610
Total Vehicle Tare Weight (lbs.):	40420

AXLE LOADINGS

AXLE(S)			DISTANCE	MAX.WT.	ACTUAL	MARGIN
Steering	1	- 1	0.00	12350	12147	203
Pusher	2	- 2	0.00	9000	9000	0
Driver(s)	3	- 4	4.33	34000	30194	3806
Semi Axle(s)	5	- 8	14.58	52000	49159	2841
Tractor Axles	1	- 4	20.50	56000	51341	4659
All Axles	1	- 8	59.83	100500	100500	0
Pusher, Drivers	2	- 4	9.44	42500	39194	3306
Pusher, Drivers, Semi	2	- 8	48.77	88500	88353	147
Drivers, Semi Axles	3	- 8	43.67	80500	79353	1147

MAXIMUM LEGAL GVW:	100500	
TOTAL VEHICLE PAYLOAD:	60080	0 :ALT. PAYLOAD
TOTAL VEHICLE LENGTH (ft.):	64.83	
VEHICLE OFFTRACK (ft.):	4.75	
BOC-TRAILER CLEARANCE (in.):	41.64	
LONGEST LOAD PROJECTION (in.):	59.68	

Prepared courtesy of Western Trailer Co.

Invitation to Bid
Addendum # 1

King County

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

ADDENDUM DATE: JULY 29, 2015

Invitation to Bid (ITB) Title:	Aluminum Refuse Trailers
ITB Number:	1233-15-LSM
Due Date:	August 6, 2015 - 2:00 p.m.
Buyer:	Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701
Alternate Buyer:	Patty Reid, patty.reid@kingcounty.gov, 206-263-9304

This addendum is issued to revise ITB 1233-15-LSM, advertised July 16, 2015, as follows:

All changes are shown in **bold**.

ITB DELETIONS AND REPLACEMENTS:

1. DELETE: Subsection 5.16 D. Landing Gear 1. Holland model LG 5004-700

   REPLACEMENT: **Holland PN1025300011260**

2. DELETE: Subsection 5.16-E. Suspension 1. In its entirety.

   REPLACEMENT: Hutch CH9700, cast flange mount **or under mount**, weld or tanker option. "Tanker Option" is available from hutch and includes hardened sacrificial 3/8 inch wear pads in the front and rear hangers, cast eye ends on the adjustable torque arms and ½ inch (instead of ¼ inch) plates on the spring seats. The tanker option package is designed to beef-up critical areas of the suspension for equipment in an enhanced application.

End of ITB DELETIONS AND REPLACEMENTS

ITB QUESTIONS AND ANSWERS:

1. QUESTION: Will this contract be available for use by other government agencies?

   ANSWER: As stated in Section 3.15 of the solicitation document, "Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties."

2. QUESTION: Will you accept welded or only extruded aluminum?

   ANSWER: Where extruded aluminum is specified, the County will not accept welded aluminum.

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

3. QUESTION: Are TSE air brake chambers acceptable or must it be Life Seal?

   ANSWER: TSE air brake chambers are acceptable.

End of ITB QUESTIONS AND ANSWERS

All other terms and conditions shall remain the same.

Invitation to Bid
Addendum # 2

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

ADDENDUM DATE: JULY 31, 2015

Invitation to Bid (ITB) Title:	Aluminum Refuse Trailers
ITB Number:	1233-15-LSM
Due Date:	August 6, 2015 - 2:00 p.m.
Buyer:	Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701
Alternate Buyer:	Patty Reid, patty.reid@kingcounty.gov, 206-263-9304

This addendum is issued to respond to questions received.

All changes are shown in **bold**.

ITB QUESTION AND ANSWER

1. QUESTION: Where King County specifies the aluminum refuse trailer shall be sheet and post riveted construction, will you accept welded construction?

   ANSWER: King County will not accept welded construction as a deviation from sheet and post riveted construction.

End of ITB QUESTIONS AND ANSWERS

All other terms and conditions shall remain the same.

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