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:
GOODYEAR COMMERCIAL TIRE & SERVICE CENTER
16101 NE 87TH ST STE B

REDMOND, WA 98052 United States
Fax: (425) 6457954

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
5829925	0	1 of 1

CREATION DATE	BUYER
20-JAN-2016	PATRICIA REID
DATE OF REVISION	BUYER

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
1742	NET30DAYS	N/A	N/A	N/A	Telephone: (425) 883-4006

DESCRIPTION

Authorized Signature

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

THIS CONTRACT # 5829925 ("Contract") is entered into by **KING COUNTY,** Washington, (the "County"), and Redmond Goodyear (the "Contractor"), whose address is 16101 NE 87th St, Suite B, Redmond, WA 98052. The County is undertaking certain activities related to Vanpool vehicle maintenance and repair services in Redmond area and the County desires to engage the Contractor to provide Work in connection with such undertakings of the County, **NOW, THEREFORE**, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
   - ☒ Scope of Work ..... Exhibit A
   - ☒ Price Attachment..... Exhibit B
3. Request for Proposal (as modified by any addenda)
4. Contractor's Proposal

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on January 31st, 2021, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed

REDMOND GOODYEAR

Authorized Signature

APRIL CALLAHAN Manager

Name and Title (Print or Type)

Date Accepted: 01-29-16

KING COUNTY

Diane Davis, Acting Fleet Coordinator

Authorized Signature

Diane Davis, Maintenance Planner Scheduler

Name and Title (Print or Type)

Date Accepted: January 29th, 2016

Approved as to form only:

King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day.

KCC: The King County Code.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.3 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Section 3, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.4 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, 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). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.5 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.6 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.7 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates 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 payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by

applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.8 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager – Diane Davis	Redmond Goodyear
King County DOT-Transit	16101 NE 87th Street, Suite B
201 S Jackson St.	Redmond, WA 98052
Seattle, WA 98104	Phone: (425) 883-4006
206-684-1103	Fax: (425) 645-9654
diane.davis@kingcounty.gov	Email: Gsr8837@goodyear.com

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 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, 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 Work provided by or on behalf of the Contractor. 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 addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and 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. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

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

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions , will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, 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.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. 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. CG 00 01 current edition, including Products and Completed Operations
2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
3. Workers' Compensation: Statutory requirements of the State of residency, and
4. Employers' Liability or "Stop Gap" coverage: $1,000,00

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, 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. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

   Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

   If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest - 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 acquire any such 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 officers 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.

B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:

1. 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.

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, 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. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.

2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

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.

5.4 Public Records Requests

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 the 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. The 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."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

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

6.3 Non-Disclosure Obligation

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

SECTION 7 NONDISCRIMINATION

7.1 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, and require all Subcontractors to 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. 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, and to require Subcontractors 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.

Ref: KCC 12.16.020.

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/operations/procurement/Services/Equal_Benefits.aspx

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 subcontractors 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 and all Subcontractors 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, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC 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

Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, 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 Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, ,or the Contractor fails to perform in the manner called for in the Contract, or if 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:

1. A “notice to cure” shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. 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 by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination

payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.

4. 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

1. 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 Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

   If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 MISCELLANEOUS

10.1 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.

10.2 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 Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective 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.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, 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 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.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The 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.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.6 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.

10.7 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.

EXHIBIT A - SCOPE OF WORK

The King County Metro Rideshare Operations, Commuter Van Program is soliciting proposals to establish van vehicle maintenance service contracts in the following areas: Bellevue, North Seattle, Downtown Seattle (North and South areas), Everett, Kent, and Renton for vanpool groups whose origin or destination is in King County. Although it is the intent of Rideshare Operations to establish one (1) contract in each geographic area listed, the County retains the right to establish multiple contracts in an area if it is determined to be in its best interest.

The Commuter Van Program is self-sustaining; participant fares and surplus van sales cover 100 percent of capital and operating costs and a minimum of 25 percent of administrative costs. The Program currently operates an active fleet of approximately 1,400 passenger vans. The fleet is composed of vans with groups in operation, service loaner vans to support these groups and vans available for new forming groups. The fleet is comprised primarily of 7, 8, 12, and 15-passenger vans.

Recently 20, 5- passenger Nissan LEAF all electric cars were added to the fleet in a demonstration project to evaluate electric vehicle technology in a commuter application. (Service for these electric cars is not included in this document and will be addressed separately with Contractor's determined as a result of this solicitation.

The Commuter Pool Program consists of two commute options, VanShare and VanPool. Both options provide vans, staff support, maintenance, fuel and insurance to groups of five to fifteen (5-15) people who commute together. One volunteer from the group drives the van and all passengers share a monthly fee that is based on the round-trip mileage of the commute and number of riders in the group. VanPool groups average anywhere from 20 to 58 miles round trip daily. Vans are garaged at the primary driver's home. VanShare groups commute an average 12 miles round trip per day, not to exceed 20 miles per day and connect to transportation hubs or terminals, such as train stations, ferry terminal docks or park and ride lots. VanShare vans are parked at the connecting service facility hub or a nearby designated parking location.

All vans are serviced at 6,000 mile or six (6) month increments, at a minimum.

Group vans are assigned to a specific service facility based on the group's origin and destination, route, group needs, program efficiencies and other considerations as determined. The profile of vans by year, make, model and mileage at any particular service facility changes as the number of groups on the road increase or decrease or groups change van size due to gains or losses in ridership. The number of service loaner vans assigned to the service facility is at a 1 to 12 ratio to the number of groups maintained at the site. Attachment C lists the current fleet profile by service location. The volunteer drivers are responsible for the delivery and pick-up of vans at the assigned maintenance service facility.

The key elements of the Commuter Van Program maintenance program includes, a comprehensive preventive maintenance schedule, full utilization of standard warranty coverage and customer service responsiveness. Contractors work collaboratively with Commuter Van Program staff to maximize cost efficiencies, minimize unscheduled repairs and downtime and ensure courteous, quality service while providing customers with mechanically sound, safe, reliable and clean vehicles. Attention is always focused on balancing costs and providing effective service.

EXHIBIT B - PRICE ATTACHMENT

GOODYEAR REDMOND

Job	Vehicle	Labor Hrs	Labor Cost	Parts Cost	Total Cost
Labor Rate					$ 78.00
Shuttle					$ 25.00
Admin					$ 20.00
WashVac					$ 30.00
A PM	Standard Cost - All Vehicle Types	0.7	$ 54.60	$ 18.00	$ 72.60
B PM	Standard Cost - All Vehicle Types	1.5	$ 117.00	$ 42.00	$ 159.00
C PM	Standard Cost - All Vehicle Types	0.7	$ 54.60	$ 65.00	$ 119.60
D PM	Standard Cost - All Vehicle Types	2.0	$ 156.00	$ 166.80	$ 322.80
E PM	Standard Cost - All Vehicle Types	1.5	$ 117.00	$ 60.00	$ 177.00
Alignment	Standard Cost - All Vehicle Types	1.1	$ 85.80	$ -	$ 85.80
ABS Electronic Module	DGC 2010-2011	0.6	$ 46.80	$ 294.00	$ 340.80
ABS Electronic Module	DGC 2012-2015*	2.7	$ 210.60	$ 720.00	$ 930.60
ABS Electronic Module	Uplander 2006-2008	1.0	$ 78.00	$ 369.95	$ 447.95
ABS Electronic Module	Express 2006-2015	1.5	$ 117.00	$ 240.00	$ 357.00
ABS Hydraulic Module	DGC 2010-2011	1.5	$ 117.00	$ 339.00	$ 456.00
ABS Hydraulic Module	DGC 2012-2015*	2.7	$ 210.60	$ 720.00	$ 930.60
ABS Hydraulic Module	Uplander 2006-2008	2.0	$ 156.00	$ 889.44	$ 1,045.44
ABS Hydraulic Module	Express 2006-2015	2.4	$ 187.20	$ 309.00	$ 496.20
AC Overhaul	DGC 2010-2015	3.4	$ 265.20	$ 625.00	$ 890.20
AC Overhaul	Uplander 2006-2008	5.0	$ 390.00	$ 565.00	$ 955.00
AC Overhaul	Express 2006-2015	3.9	$ 304.20	$ 450.00	$ 754.20
Minor AC Evac/Recharge	DGC 2010-2015	1.0	$ 78.00	$ 45.00	$ 123.00
Minor AC Evac/Recharge	Uplander 2006-2008	1.0	$ 78.00	$ 45.00	$ 123.00
Minor AC Evac/Recharge	Express 2006-2015	1.0	$ 78.00	$ 45.00	$ 123.00
Battery	DGC 2010-2015	0.5	$ 39.00	$ 139.95	$ 178.95
Battery	Uplander 2006-2008	0.5	$ 39.00	$ 89.00	$ 128.00
Battery	Express 2006-2015	0.5	$ 39.00	$ 89.00	$ 128.00
Engine Oil Cooler Line	Uplander 2006-2008	0.9	$ 70.20	$ 69.00	$ 139.20
Engine Oil Cooler Line	Express 2006-2015	0.9	$ 70.20	$ 59.00	$ 129.20
Front Brake Reline	DGC 2010-2015	1.8	$ 140.40	$ 64.00	$ 204.40
Front Brake Reline	Uplander 2006-2008	1.8	$ 140.40	$ 64.00	$ 204.40
Front Brake Reline	Express 2006-2015	1.8	$ 140.40	$ 64.00	$ 204.40
Front Brake Overhaul	DGC 2010-2015	2.4	$ 187.20	$ 175.00	$ 362.20
Front Brake Overhaul	Uplander 2006-2008	2.4	$ 187.20	$ 175.00	$ 362.20
Front Brake Overhaul	Express 2006-2015	2.4	$ 187.20	$ 175.00	$ 362.20
Rear Brake Reline	DGC 2010-2015	1.6	$ 124.80	$ 67.00	$ 191.80
Rear Brake Reline	Uplander 2006-2008	1.6	$ 124.80	$ 67.00	$ 191.80

Rear Brake Reline	Express 2006-2015	1.6	$ 124.80	$ 67.00	$ 191.80
Rear Brake Overhaul	DGC 2010-2015	2.4	$ 187.20	$ 215.00	$ 402.20
Rear Brake Overhaul	Uplander 2006-2008	2.4	$ 187.20	$ 215.00	$ 402.20
Rear Brake Overhaul	Express 2006-2015	2.4	$ 187.20	$ 240.00	$ 427.20
Brake Rotor Replacement	DGC 2010-2015	0.6	$ 46.80	$ 91.00	$ 137.80
Brake Rotor Replacement	Uplander 2006-2008	0.6	$ 46.80	$ 92.00	$ 138.80
Brake Rotor Replacement	Express 2006-2015	0.6	$ 46.80	$ 119.00	$ 165.80
Fuel Injection Flush	DGC 2010-2015	1.0	$ 78.00	$ 29.95	$ 107.95
Fuel Injection Flush	Uplander 2006-2008	1.0	$ 78.00	$ 29.95	$ 107.95
Fuel Injection Flush	Express 2006-2015	1.0	$ 78.00	$ 29.95	$ 107.95
Fuel Pump Module	DGC 2010-2015	1.5	$ 117.00	$ 390.00	$ 507.00
Fuel Pump Module	Uplander 2006-2008	2.5	$ 195.00	$ 350.00	$ 545.00
Fuel Pump Module	Express 2006-2015	2.5	$ 195.00	$ 404.00	$ 599.00
Idler Arm	Express 2011-2015 4.8L 2500	0.7	$ 54.60	$ 139.95	$ 194.55
Rack & Pinion	DGC 2010-2015	4.0	$ 312.00	$ 499.00	$ 811.00
Rack & Pinion	Uplander 2006-2008	4.0	$ 312.00	$ 220.00	$ 532.00
Rack & Pinion	Express 2011-2015 4.8L 2500	3.0	$ 234.00	$ 225.00	$ 459.00
Shock	DGC*2010 - 2012 Load Leveling	0.6	$ 46.80	$ 350.00	$ 396.80
Shock	DGC 2013-2015	0.6	$ 46.80	$ 81.00	$ 127.80
Shock	Uplander 2006-2008	0.6	$ 46.80	$ 90.00	$ 136.80
Shock	Express 2006-2015	0.6	$ 46.80	$ 74.00	$ 120.80
Strut	DGC 2010-2015	2.0	$ 156.00	$ 112.00	$ 268.00
Strut	Uplander 2006-2008	2.3	$ 179.40	$ 136.00	$ 315.40
Tie Rod	DGC 2010-2015	0.8	$ 62.40	$ 54.95	$ 117.35
Tie Rod	Uplander 2006-2008	0.8	$ 62.40	$ 31.95	$ 94.35
Tie Rod	Express 2006-2015	0.8	$ 62.40	$ 89.00	$ 151.40
Trans Cooler Line	DGC 2010-2015	1.5	$ 117.00	$ 69.00	$ 186.00
Trans Cooler Line	Uplander 2006-2008	0.8	$ 62.40	$ 69.00	$ 131.40
Trans Cooler Line	Express 2006-2015	0.8	$ 62.40	$ 54.00	$ 116.40
Water Pump	DGC 2010-2015	2.3	$ 179.40	$ 101.00	$ 280.40
Water Pump	Uplander 2006-2008	1.4	$ 109.20	$ 169.00	$ 278.20
Water Pump	Express 2006-2015	2.5	$ 195.00	$ 214.00	$ 409.00
Wheel Hub Assembly	DGC*FR	1.5	$ 117.00	$ 186.00	$ 303.00
Wheel Hub Assembly	DGC*RR	1.5	$ 117.00	$ 186.00	$ 303.00
Wheel Hub Assembly	Uplander*FR	1.1	$ 85.80	$ 210.00	$ 295.80
Wheel Hub Assembly	Uplander*RR	1.1	$ 85.80	$ 210.00	$ 295.80
Window Motor	DGC 2010-2015	1.3	$ 101.40	$ 95.00	$ 196.40
Window Motor	Uplander 2006-2008	1.3	$ 101.40	$ 115.00	$ 216.40
Window Motor	Express 2006-2015	1.3	$ 101.40	$ 89.00	$ 190.40
Wiper	DGC 2010-2015	0.1	$ 7.80	$ 8.50	$ 16.30
Wiper	Uplander 2006-2008	0.1	$ 7.80	$ 8.50	$ 16.30
Wiper	Express 2006-2015	0.1	$ 7.80	$ 8.50	$ 16.30
Tires	205/55 R16 Load B	0.3	$ 19.50	$ 97.13	$ 116.63
Tires	215/70 R16 Load B	0.3	$ 19.50	$ 102.77	$ 122.27

Tires	225/60 R17 Load B	0.3	$	19.50	$	101.89	$ 121.39
Tires	225/65 R16 Load B	0.3	$	19.50	$	89.95	$ 109.45
Tires	235/60 R16 Load B	0.3	$	19.50	$	97.69	$ 117.19
Tires	225/75R 16 Load E	0.3	$	19.50	$	115.78	$ 135.28
Tires	245/75 R16 Load E	0.3	$	19.50	$	124.47	$ 143.97

Original

Request for Proposals

King County

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

ADVERTISED DATE: OCTOBER 1, 2015

Request for Proposals (RFP) Title:	Vanpool Vehicles Maintenance and Repair Services By Region
RFP Number:	1261-15-LSM
Due Date:	October 22, 2015 – 2:00 p.m.
Buyer:	Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701
Alternate Buyer:	Julie Snider, julie.snider@kingcounty.gov, 206- 263-9291

Pre-proposal Conference:

A conference to discuss questions related to this RFP will be held at 10:00 a.m. on Tuesday, October 13, 2015, in Conference Room 310 on the 3rd Floor of the Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

Sealed Proposals 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

We acknowledge that all Addenda issued for this RFP have been examined as part of the proposal documents.

Company Name Redmond Goodyear		
Address 16101 NE 87th St Suite B		City/State /Postal Code Redmond WA 98052
Signature	Authorized Representative / Title April Callahan / Store Manager	
Email Gsr8837@goodyear.com	Phone 425-883-4006	Fax 1-425-645-9654
Contact Name: April Callahan	Phone 425-883-4006	Email Gsr8837@goodyear.com

Prime Proposer SCS / DBE Certification number (if applicable)

This Request for Proposal will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFP

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the County during the Proposal period and prior to contract award.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.

Competitive Range: The Competitive Range consists of the Proposers that have a reasonable chance of selection for contract award. The Proposal Evaluators (PE) shall conduct the initial evaluation of the proposals considering price and Evaluation Factors established in the RFP. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Days: Calendar days.

Measurable Amount of Work: For purposes of payment of a living wage, 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.

Proposal Evaluators (PE): Team of people appointed by the County to evaluate the proposals, conduct discussions, call for Best and Final Offers, score the proposals and make recommendations.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a proposal to perform the Work.

RFP: Request for Proposals, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

SECTION 1 PROPOSAL PREPARATION

1.1 Proposal Submission

Proposers 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 proposals 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 RFP or as amended. The proposals shall show the title and number, the due date specified, and the name and address of the Proposer on the face of the envelope. Proposers are cautioned that failure to comply may result in non-acceptance of the proposal. The Proposer accepts all risks of late delivery of mailed proposals or of misdelivery regardless of fault. Proposals properly and timely submitted will be publicly opened.

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

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

1.2 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.

1.3 Late Proposals

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

1.4 Cancellation of RFP or Postponement of Proposal Opening

The County reserves the right to cancel this RFP at any time. The County may change the date and time for submitting proposals prior to the date and time established for submittal.

1.5 Proposal Signature

Each proposal shall include a completed Proposal response form, the first page of this document, signed by an authorized representative of the Proposer.

1.6 Addenda

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

1.7 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to the Buyer no later than **five (5)** Days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Communications concerning this RFP with other than the listed Buyer or Procurement staff may cause the Proposer to be disqualified. Any information modifying a solicitation will be furnished to all Proposers by addendum. **Communications concerning this proposal, with other than the listed Buyer may cause the Proposer to be disqualified.**

1.8 Schedule

Day/Month/Year	Event
October 1, 2015	Public announcement of Request for Proposals
October 12, 2015	Pre-proposal questions due, in writing
October 13, 2015	Pre-proposal conference
October 22, 2015	Proposals due
October 26, 2015	*Begin Evaluation of Proposals
November 9, 2015	*Begin Interviews/Demonstrations/conduct Site Visits, if applicable
November 16, 2015	*Begin Negotiations
November 23, 2015	*Execute Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.9 Pre-Proposal Conference

A pre-proposal conference will be held at the time, date and location indicated on the cover page of the RFP. All prospective Proposers are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers are encouraged to submit questions in advance to enable the County to prepare responses; these questions should be E-mailed to the Buyer. Questions will be encouraged during the pre-proposal conference also.

1.10 Examination of Proposal and Contract Documents

The submission of a proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, including any addenda 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 Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

1.11 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of proposals submitted. Samples of items required must be submitted to location and at 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 Proposer's request and expense unless otherwise specified.

1.12 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date

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

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

1.13 Proposal Withdrawal After Public Opening

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

Requests to withdraw a proposal 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) 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 proposal 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 proposal error or mistake, and the sole liability for any proposal error or mistake rests with the Proposer.

1.14 Error and Administrative Corrections

The County shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.15 Proposal Content Requirements

A. The proposal shall contain the following items and follow the sequence outlined below:

Sec. 1 & 2 - Instructions and Information about the RFP Process

Cover sheet with Proposer's Signature

Compliance Forms:

- Equal Benefit Worksheet and Declaration
- Internal Revenue Service Form W-9 *

*If not on file with the County within the past two years.

Compliance forms are available for download at http://www.kingcounty.gov/procurement/forms, Goods and Services web page.

Sec 3 - Scope of Work and Proposal Requirements

Overview of Proposal – two pages maximum

Proposer's Response to RFP Questions

Price Proposal

Small Contractors and Suppliers (SCS) participation information requested in Section 2.2

Sample Contract:

Identify any exceptions to terms and conditions and attachments with a signed letter from an attorney or authorized representative

B. Submit four (4) copies of the proposal and attachments. One original [marked ORIGINAL] shall be unbound.

1. Proposers shall submit with their proposal an exact duplicate of the original proposal, excluding the pricing information, on two compact disks or flash drives in Adobe Acrobat ™ format, plus one (1) disk or flash drive in native format. Proposers shall label the format on each disk.

1.16 Compliance with RFP Terms, Attachments and Addenda

A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.

B. Proposers are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. An exception is not a response to a proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.

C. The County reserves the right to reject any proposal for any reason including, but not limited to, the following –

- Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- Any proposal that has any qualification, limitation, exception or provision attached to the proposal;
- Any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
- Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
- Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
- Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.

D. The County may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that the proposal continues to be advantageous to the County.

E. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.

F. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

1.17 Acceptance of Contract, Attachments and Addenda

Proposer(s) shall review the Contract, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the proposal.

If there are exceptions taken to the terms and conditions in Sample Contract and any of its attachments, the Proposer's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and Sample

Contract as an attachment to the proposal, identifying the exceptions and proposed changes. All proposed changes shall be tracked the Contract using the tracking changes feature in Microsoft Word®.

The project schedule is such that it requires a very efficient proposal review and negotiation period. It is very important that any possible roadblocks or issues the Proposer may have with the terms and conditions are identified during the proposal process and resolved prior to proceeding with the Contract negotiations.

1.18 Forms Required before Contract Signing

- The Proposer shall submit within five (5) Days of notification from the County the insurance certificate and endorsement meeting the levels of coverage set forth in this RFP.

1.19 Collusion

If the County determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. The County's determination shall be final.

1.20 Proposal Price and Effective Date

A. The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal 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 County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.

B. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.

C. The proposal shall remain in effect for 90 Days after the proposal due date, unless extended by agreement.

1.21 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible proposal, the County may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer 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 proposal; the County reserves the right to reject such proposal or any portion thereof.

1.22 Protest Procedures

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

1.23 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 proposal. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division.

SECTION 2 PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 Proposal Evaluation

A. The County will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.

B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the proposal is not within the Competitive Range the County shall eliminate the proposal from further consideration.

C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.

D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.

E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject proposals.

F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.2 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 rating points in the

award of King County competitively solicited contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than $750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: http://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx or contacting the BDCC office at 206-205 0711.

In the evaluation of proposals, points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

2.3 Responsive and Responsible

Responsive

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

Responsible

In determining the responsibility of the Proposer, the County may consider:

- the ability, capacity and skill to perform the Contract and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times proposed;
- 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 Proposer to be deemed responsible or responsive may result in the rejection of a proposal.

2.4 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the Proposer 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.

2.5 Evaluation Criteria and Proposal Scoring

Each proposal has a total possible score of 1,100 points with the points assigned as follows:

proposal has a total possible score of 1,100 points with the points assigned as follows:

	Proposal Evaluation Criteria	Points
Section 4.3	Shop Operations	225
Section 4.4	Performance	150
Section 4.5	Technical	225
Section 4.6	Pricing	400
Section 2.2	Small Contractors and Suppliers (SCS)	50
	Total Evaluation	**1,050**

2.6 Public Disclosure of Proposals

This procurement is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Proposals submitted under this RFP shall be considered public

documents unless the documents are exempt under the public disclosure laws. After a decision to award the contract has been made, the proposals shall be available for inspection and copying by the public.

If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, the County will release the portions of the proposal deemed subject to disclosure. By submitting a proposal, the Proposer assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

PROPOSAL LABEL

Complete the form below (or reasonable facsimile) and affix to the exterior lower left hand corner of the submission envelope(s), box(es), etc.

URGENT – SEALED PROPOSAL ENCLOSED
Do Not Delay – Deliver Immediately

URGENT

King County

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

Proposal Number.	1261-15-LSM
Proposal Title	Vanpool Vehicles Mainteneance & Repair Services by Region
Opening Date	October 22, 2015 – 2:00 PM
Firm Name	Redmond Goodyear

URGENT

SECTION 3 TECHNICAL SPECIFICATIONS

Proposers shall indicate below with a check (✓) mark the area(s) they are submitting a proposal (see subsection 3.3)

Bellevue Overlake	_____	Everett	_____
Downtown Seattle North	_____	Federal Way	_____
Redmond	____X____		

3.1 Introduction

The King County Metro Rideshare Operations, Commuter Van Program is soliciting proposals to establish van vehicle maintenance service contracts in the following areas: Bellevue Overlake, Downtown Seattle North, Everett, Federal Way, and Redmond for vanpool groups whose origin or destination is in King County. Although it is the intent of Rideshare Operations to establish one (1) contract in each geographic area listed, the County retains the right to establish multiple contracts in an area if it is determined to be in its best interest.

The Commuter Van Program is self-sustaining; participant fares and surplus van sales cover 100 percent of capital and operating costs and a minimum of 25 percent of administrative costs. The Program currently operates an active fleet of approximately 1,600 passenger vans. The fleet is composed of vans with groups in operation, service loaner vans to support these groups and vans available for new forming groups. The fleet is comprised primarily of 7, 12, and 15-passenger vans as well as 25 Nissan Leaf passenger vehicles model year 2011 and 2013. Service for these electric cars is not included in this document.

Recently 25, 5- passenger Nissan LEAF all electric cars were added to the fleet in a demonstration project to evaluate electric vehicle technology in a commuter application. (Service for these electric cars are not included in this document and will be addressed separately with Contractor's determined as a result of this solicitation.

The Commuter Pool Program consists of two commute options, Vanshare and VanPool. Both options provide vans, staff support, maintenance, fuel and insurance to groups of five to fifteen (5-15) people who commute together. One volunteer from the group drives the van and all passengers share a monthly fee that is based on the round-trip mileage of the commute and number of riders in the group. VanPool groups average anywhere from 25 to 70 miles round trip daily. Vans are garaged at the primary driver's home. VanShare groups commute an average 12 miles round trip per day, not to exceed 20 miles per day and connect to transportation hubs or terminals, such as train stations, ferry terminal docks or park and ride lots. VanShare vans are parked overnight at the connecting service facility hub or a nearby designated parking location.

All vans are serviced at 6,000 mile or six (6) month increments, at a minimum. Vans accrue, on average, 10K to 12K annually.

Group vans are assigned to a specific service facility based on the group's origin and destination, route, group needs, program efficiencies and other considerations as determined. The profile of vans by year, make, model and mileage at any particular service facility changes as the number of groups on the road increase or decrease or groups change van size due to gains or losses in ridership. The number of service loaner vans assigned to the service facility is determined by several factors, including number of group vans at the location, number and frequency of services needed and targeted turn

around times. Attachment C lists the current fleet profile by service location. The volunteer drivers are responsible for the delivery and pick-up of vans at the assigned maintenance service facility.

The key elements of the Commuter Van Program maintenance program includes, a comprehensive preventive maintenance schedule, full utilization of standard warranty coverage and customer service responsiveness. Contractors work collaboratively with Commuter Van Program staff to maximize cost efficiencies, minimize unscheduled repairs and downtime and ensure courteous, quality service while providing customers with mechanically sound, safe, reliable and clean vehicles. Attention is always focused on balancing costs and providing effective service, while considering the very public nature of the program.

3.2 Scope of Work with Stated Deliverables

Proposer's shall demonstrate the ability to provide routine preventive maintenance (PM) and repair services for the estimated number of vans currently assigned now, as noted in Attachment C and for ongoing growth over the term of the contract for up to 300 vans per location.approximately one hundred twenty to two hundred forty (120 -240) vans per contract. Contractors shall perform routine repair services for all major systems that include but are not limited to brakes, suspension, heat/air conditioning systems, electrical systems, engine repair, etc. Contractors are responsible to shuttle vans to warranty dealers, and body shops as scheduled and needed. Contractors awarded contracts for VanPool fleet maintenance as a result of this proposal shall perform as the primary Contractor for all work related to fleet maintenance so that the Commuter Van Program has a single contract for all work.

For cost and service efficiencies the Commuter Van Program prefers to have a single Contractor that is able to perform all services. However, if necessary, Contractors may subcontract specialty work to subcontractors who have been approved by Commuter Van Program. The Contractor shall be responsible for all costs associated with doing business with its direct subcontractors unless otherwise mutually agreed upon.

Contractors shall be responsible for maintaining complete vehicle maintenance records, including any subcontracted and/or warranty work for all vehicles while assigned to or worked on by their shop. Vehicle history records shall be available to Commuter Van Program staff staff upon request.

A Maintenance Rideshare Service Representative (MRSR) will be assigned to each contracted service facility to coordinate all service activities at that facility.

3.3 Service Facility Location

Only fixed service locations will be considered for contract award. Due to the nature of the commuter van business, mobile service operations do not meet contractual requirements.

Exact facility location(s) will be determined as a result of the proposal process. Evaluations of the locations will include considerations of length to time, distance and ease of access for customers and from the identified corridors.

It has been determined that to most effectively meet customer requirements, service facilities shall be located within the following geographic areas (see Attachment E)

Bellevue Overlake – Easy access to HWY 520 . NE 24th to the North, NE 8th to the South with 130th St NE to the West and 156th Avenue N.E. to the East.

Everett – Easy access to I-5. 128th SW in Everett (South boundary), Madison / Merril Creek Parkway (North boundary), Hwy 527(East boundary) and Hwy 525 (West boundary).

Redmond – Easy access to HWY 520 – NE 90th (North boundary), NE 65th (South boundary), 188th St NE (East boundary) and 151st St (West boundary).

Downtown Seattle North – Easy access to I-5 or Hwy 99. Aloha Avenue (North Boundary), Cherry St. in Seattle (South boundary), 12th Avenue (East boundary), Elliot Avenue (West boundary).

Federal Way – Easy access to I-5. South 272nd (North boundary), the King – Pierce County line (South boundary), I-5 (East boundary), 30th Avenue S.W. (West boundary)

3.4 Preventive Maintenance Service

The intent of PM and service is to ensure that all vehicles are maintained in safe, reliable condition. The expectation is that all work is performed to maintain this condition for a minimum of the next scheduled service increment. See Attachment A for King County Metro VanPool PM Checklist.

The preventive maintenance schedule is set at 6,000 miles or six (6) months whichever comes first. Each month's schedule is compiled by the Maintenance Rideshare Service Representative (MRSR) and sent to the service facility by the first of each month. The schedule identifies which vans and the services are due for each vehicle.

The MRSR will contact the garage to schedule these services. If the garage identifies a vehicle that is overdue for a service, the garage should call their designated MRSR for approval before performing any preventive maintenance service. The garage is responsible for communicating any noted inspection deficiencies to the RSR BEFORE the repairs are to be performed.

Please note that all fluids needed for topping off reservoirs or oil changes are to be included in the quoted price of the preventive maintenance service.

There are two primary types of PM Service for the fleet, "A" and "B" service. Each van is assigned an AAB schedule, with a C PM to be completed every 48K miles per the PM Checklist.

The "A" PM service includes items # 1 through 25 on the PM Checklist. The "A" shall be inspected and maintained for a minimum of 6,000 mile increments.

The "B" PM service will include ALL items on the "A" PM Checklist, PLUS the items specified under the "B" PM Checklist (items 26 – 29). This service will have all items # 1 through 29 inspected. This service is performed every 18,000 miles.

The "C" PM service, which is also known as the "transmission" service, is performed at 48,000 mile intervals. The "C" PM service may be performed in conjunction with an "A" or "B" PM service.

The "D" PM will include item #31 and may be performed in conjunction with an "A" or "B" PM service. The "D" PM service, which is also known as the "tune-up" service, will be inspected and maintained between the 90,000 and 96,000 mile increment.

The "E" PM service includes item #32 through 34 and may also be performed in conjunction with an "A" or "B" PM Service. The "E" PM service, known as the "coolant system" service, will be performed at every 90,000 miles or 5 years increment.

Final PM Checklist Item is a road test to be performed at each PM service visit.

The top section of the PM checklist is to be completed in full with the HOV identification number, the date of the PM service, the name or identification name or number of the technician assigned to do the PM service, and the odometer readings (before and after service) of the vehicle.

To complete the checklist uniformly, we request that all items not needing repair or service other than what is mentioned in the item be checked off the list on the appropriate line with a √. If a repair is needed for any item – place an O on the line next to the number. Once the repair has been made, place an X through the O to show the item deficiency has been corrected. All PM checklists should be COMPLETED with a sign off from the technician after all items are inspected and maintained, deficiencies corrected and a road test performed before a vehicle is released back into service. The PM checklist must be completed and attached with invoice repair order to Metro for payment.

A. "A" PM SERVICE

The "A" PM Service is performed every six months or 6,000 mile interval.

1. Inspect the exterior of the van for damage, check the windows/mirror for cracks or dings, and check for the license plates being secured on the front and rear.
2. Check operation of all directional signals and lights. This will include interior and exterior lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defroster and air conditioner. Visually check all interior knobs and handles (doors, locks, dash panel).
5. Check operation of the horn. Check condition of the seat belts.
6. Check operation of the emergency brake.
7. Check operation and lube the hood latch and door locks.
8. Check operation of the transmission and check the fluid level. Check transmission cooler lines. Fill with the specified transmission fluid as suggested by the manufacturer if needed.
9. Inspect the wiper operation. Clean the blades. Fill the window wash reservoir as needed.
10. Check the steering operation. Check the power steering fluid level and fill as needed.
11. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
12. Check the battery water level if it is not a "maintenance free" type and fill if needed, otherwise check the sight glass and battery date. Remove and clean the battery cables and terminals.
13. Check condition of the engine mounts.
14. Check condition and tension of all belts. Check tensioner.
15. Check fuel lines, hoses and fittings for leaks and tighten as required.
16. Check operation of brakes and fluid level, fill as needed. Visually inspect the rotors, drums and brake lining wear. Record the approximate remaining lining wear in mileage terms (6K, 12K, 12K+) at time of inspection. Brakes should be replaced if less than 6,000 miles remain in brake lining life.
17. Drain and replace engine oil . Replace oil filter. Inspect oil cooler lines.
18. Inspect tire wear and document tread depth. Rotate the tires. Check and set air pressure to manufacturer specification. Retrain sensors as needed. Do not rotate tires if the vehicle

has rear mounted snow tires on it. Tire tread depth should be noted at time of inspection. Tires should be replaced if less than 4/32 tread remains.

19. Inspect condition of wheels, lug nuts and studs. After tire rotation is complete, torque the wheels to the manufacturer's specification.
20. Check differential fluid level and fill as required.
21. Inspect condition of drive line and U-joints. Lube as required.
22. Check exhaust system for leaks.
23. Lubricate and give suspension system "look and shake" inspection. Visually inspect the shocks for leaks.
24. Visually check condition of the frame and cross members.
25. Fill in the mileage update on the sticker by adding 6,000 to the present mileage on the van. This sticker should then be placed in the upper left-hand corner of the front windshield.

B. "B" P.M. SERVICE

The "B" PM service will include all items included in the "A" P.M. service (items 1-25) and will also have the following items inspected, performed and recorded (items 26-29):

26. Perform a pressure check of the coolant system for leaks.
27. Change the air filter.
28. Perform a battery load test. Record a "pass" or "fail" test and the present CCA reading. The results must be recorded on the PM checklist.
29. Scan vehicle for stored trouble codes. Document any codes with number and description, along with checking the appropriate box for OK or Need Repairs.

C. "C" PM SERVICE

This service is performed every 48,000 miles in conjunction with an "A" or a "B" PM service.

30. Drain the transmission fluid, replace the filter and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the transmission is operating properly.

D. "D" PM SERVICE

This service is performed between 90,000 and 96,000 miles in conjunction with the scheduled "A" or "B" PM service.

31. Replace all spark plugs and wires. Spark plugs will be replaced with OEM platinum-tipped plugs or equivalent only.

E. "E" PM SERVICE

This service is performed at the 90,000 mile or 5 year interval in conjuction with an "A" or "B" PM service.

32. Drain coolant system. Perform coolant flush. Replace coolant.

F. CONTINUE "E" PM SERVICE

33. Remove thermostat and gasket and replace with new OEM or better quality part.

34. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings

G. Road Test

35. Road test shall be performed for the purpose of diagnosing a problem, checking for efficiency of repairs, or testing the overall operation of the vehicle prior to and after PM service. A minimum of one (1) mile road test is required.

Comment: This section is to be completed by the technician to explain any repairs needed or noted body damage.

3.5 Repair Service

As a result of PM Service or other needed repairs, the Contractor may make recommendations for repair service. Contractors shall support their recommendations for repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, actual measurements compared to specifications, etc. The Contractor shall obtain prior authorization from the MRSR before completing any work that is the result of PM Service.

The required turnaround time for a standalone PM Service is one (1) business day. The required turnaround time for PM Service plus routine repair services, done as a result of the PM, shall not exceed two (2) business days.

Repair service, other than emergencies, will be scheduled by the MRSR. If a driver stops at the Contractor's facility Monday through Friday during Commuter Van business hours (7:30 am and 5:00 pm) requesting service without the garage having received prior notification from the Commuter Van office, the Contractor shall call the MRSR for instructions. If a driver stops at the Contractor's facility after Commuter Van business hours (5:00 pm) requesting routine, non-emergency service that requires a loaner van, the Contractor shall remind the driver that work can only be scheduled through the MRSR and to call the MRSR the next day to schedule an appointment.

In the event of a special circumstance, drivers may stop in at the service facility without notifying the MRSR to have something minor corrected or replaced such as a headlight or wipers as long as no loaner is required. Loaners shall never be given to a customer without authorization from the MRSR or another Communter Van Program staff person. These minor service items shall be reported to the MRSR during the next call or email.

3.6 Warranty Service

Completion of warranty work revealed as a result of PM Service shall not exceed five (5) business days from the date the vehicle is received by the warranty dealer. It is the Contractor's responsibility to monitor and ensure this five day performance period at the warranty dealer. If special circumstances require extended down times, the specific schedule will be mutually determined between the MRSR and the Contractor / Warranty Dealer.

Contracted service facilities shall be familiar with all manufacture and after-market warranties. It is the responsibility of the Contractor to identify and notify the MRSR of service that is covered by any warranty. Commuter Van staff will make the final determination to exercise the warranty or not based on costs, nature of the work to be done, convenience, and customer service.

The service facility shall be responsible for coordinating warranty work including:

a. Scheduling vehicles for warranty repair upon authorization from the MRSR.

b. Shuttling vehicles to and from the warranty dealer.

c. Making certain that the dealer completes work in the time required.

d. Include warranty work orders with the weekly summary invoice.

e. Commuter Van Program will pay the Contractor a flat fee for paperwork administration due to sublet work billed on primary invoice and all shuttle costs.

f. Commuter Van Program will keep the service facility (and visa versa) informed of current Technical Service Bulletins, recall notifications and general fleet performance on a routine basis.

g. Contractor's shall warranty their work and that of their direct subcontractors for a minimum of 12 months or 12,000 miles for both parts and labor.

3.7 Subcontracted Work

The Commuter Van Program will pay a flat fee for paper work administration and shuttling costs for subcontracting work that is highly specialized. Specialized work includes, but is not limited to, major engine repair/rebuild, major transmission repair/rebuild and body repair. Proposed subcontractors are subject to King County Commuter Pool approval.

The Contractor shall coordinate subcontracting work as needed including:

a. Scheduling vehicles for repair upon authorization from the MRSR.

b. Shuttling vehicles to and from the subcontractor.

c. Making certain that the subcontractor correctly completes work in the time required.

d. Ensure subcontractor work matches invoice.

e. Include subcontracted work orders with weekly summary invoice.

f. All invoices for authorized subcontracted work shall be paid by the Contractor and submitted for reimbursement with thirty (30) days of the subcontracted invoice date. A copy of the subcontracted invoice must be attached to the work order. Subcontracted work is for re-sale only and should not have a tax amount included on the subcontracted invoice.

3.8 Emergency Service

Rideshare Operations provides twenty-four (24) hour emergency response for its customers. In case of an emergency, drivers or service providers can reach staff at 206-625-4500.

If a van has a breakdown or is involved in an accident after hours and cannot be driven, the driver shall be instructed by Rideshare Operations staff to have the van towed to either its assigned facility or the nearest contracted facility. The commute group is then responsible for providing their own transportation. In the event that a van has been towed to the Contractor's facility after hours, the Contractor shall notify the MRSR immediately upon the next business day. The MRSR will give the Contractor instructions on what to do with the van.

In the event of a winter storm, drivers are responsible for installing tire chains or to have them installed wherever possible. Installations may be done at the service facility without prior MRSR authorization during adverse weather.

Snow tires may be provided to customers by the Commuter Van Program for the winter driving season. Snow tires are to be stored at the driver's home during the off-season.

In the event of a "civil emergency", Contractors are required to notify Commuter Van Program ol staff as early as possible as to their ability to provide ongoing maintenance and repair service.

3.9 Vehicle Parking (Daily Transaction/Overnight)

The Contractor shall designate a van parking area for daily van transactions in an area located close to the reception area for daily van pick-up and drop-off transactions. The area shall be easily accessible to customers and vans shall be unobstructed. Enough space shall be available to stage two to four (2-4) vans for pick-up or drop-off.

All King County vans on-site at the Contractor's location overnight shall be parked inside the maintenance facility or in a secured area.

The Contractor shall bear all risks of damage or loss to the vehicles, or any portions of the vehicles whether covered or not by insurance. All replacements, repairs or substitutions of parts or equipment shall be at the sole cost and expense of the Contractor. The Contractor shall cause its employees and agents to take all reasonable steps to safeguard the Vehicles.

3.10 Service Procedures

Daily Communications

A MRSR will be assigned as a contact person to each contracted service facility to coordinate services including: daily scheduling of van drop-off and pick up, loaner assignment, authorization of any service as a result of PM work, update of vehicle work status, review of invoices, etc.

The contracted service facility shall identify a single individual by name to serve as the responsible contact for daily communication with the MRSR regarding the tasks listed above.

The absence of either contact person shall not be cause for the disruption of service. In the absence of either the assigned MRSR or assigned service facility staff person, another individual shall be designated to perform this assignment and verbal notification will be given to the other party. In the event that this position is permanently reassigned for either party, notice will be extended to the other in writing at least one (1) week in advance of the anticipated change.

The Contracted facility shall have the ability and required equipment on site to manage daily communications by email. Phone calls are intended to supplement communications as needed.

A copy of the "Daily Log" will be updated and transmitted from the contracted service facility each day by 8:30 a.m. to the assigned MRSR for review. See Attachment F for electronic version (.xls format).

The contracted service facility shall anticipate the communication and be prepared to provide accurate and timely information to the MRSR on vehicle status including but not limited to:

- Van status,
- Van odometer readings,
- Which vans are ready by vehicle number,
- Which vans are being serviced and/or require authorization for repair,
- Which vans require warranty service,
- Estimated completion date of vans under repair,
- Description of repairs,
- Loaner vans available, etc;

The MRSR will provide the contracted service facility contact the following information at a minimum:

- Vans coming in for service including estimated arrival time,
- Loaner vehicles to be given out,
- Type of PM Service to be done,
- Significant mechanical problems van is having – as relayed by driver,
- Service work Authorization;

Van Drop Off/Loaner Pick-Up Procedures

When the Commuter Van Program driver enters the shop to deliver a van for service or pick up a van that is ready, she/he shall be greeted promptly and courteously. The service transaction shall be initiated and handled efficiently.

The driver will deliver the van to the Contractor's facility and turn in the keys to the van.

The Contractor shall maintain keys and fuel cards to all loaner vans assigned to the facility in a safe and secure location. Storing keys and fuel cards in vans is unacceptable. When a driver brings a van in for service, the Contractor shall provide a key to the assigned loaner van. The Voyager fuel credit card for the loaner van shall be attached to the keys.

The Contractor shall obtain authorization to perform any needed repairs. All work requires prior approval from the MRSR or an authorized Commuter Van Program staff person. The Contractor shall use diagnostic statistics, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repair to the MRSR.

When the work is complete and the van is ready to be picked up, the Contractor shall notify the MRSR as soon as possible on the same day. If the MRSR is not available, the Contractor shall communicate via email or voicemail - identifying the vehicle by HOV number and what work was completed. (For example: "Vehicle 211206 is ready, an A and C PM service were completed and a new battery was installed.")

The MRSR will contact the driver and arrange a time for the loaner van to be returned and the serviced van picked-up. The MRSR will then notify the garage contact of the arrangement and schedule.

The Contractor shall notify the MRSR if there is reason to believe that a van is not being responsibly maintained by a group and is required to inspect and notify the MRSR of any body damage at the time of receipt. Additionally, it is required that any damage that occurs to the vehicle while it is in the care and custody of the garage shall be reported to the MRSR immediately.

Vans shall be returned to a group in the same or better condition of cleanliness than when they were received. Contractors are responsible for making certain that no materials are left in the van as a result of a service visit at the garage of any subcontractor; i.e. no oil, dirt, rags, tools, broken glass or parts, etc.

Service Loaner Van ("Loaner Van")

Loaner vans are to be used by van drivers when their assigned vehicle is at the maintenance facility for service. Loaner vans will be assigned to the contracted maintenance service facility based on the number of groups assigned to the service facility. Currently, loaner vans are assigned to the contracted service facility at approximately a 1 to 12 ratio to the number of groups maintained at that site.

Loaner vans are assigned to a driver by the MRSR.

A loaner van shall not be released to a driver without prior authorization from Commuter Van staff. In case of an emergency that arises outside of Commuter Van Program office hours, the Contractor shall contact 206-625-4500 to reach the appropriate emergency "on-call" staff member for authorization to assign a loaner van to a group.

When a van is brought in for service, the driver has been instructed to present the garage reception staff with keys and odometer reading to his/her van. The garage reception staff person shall, in turn, provide the driver with the keys and fuel card to the assigned loaner. The loaner van Voyager fuel credit card shall be attached to the keys for that loaner van. The driver shall then be instructed where to find the loaner vehicle located close proximity to the office and ease of exit.

When the driver returns the loaner van, he/she will give the loaner keys, fuel card and odometer reading to the reception person. At this time the driver may inform the garage about problems with the loaner van and this should be reported to the MRSR. The Contractor shall inspect and inform the MRSR if the loaner van requires service, needs cleaning or fuel.

Drivers have been instructed to return loaner vans in clean condition with a minimum half tank of fuel. They are responsible for making certain the Voyager fuel credit card is attached to the keys of the loaner van. It is, however, the responsibility of the contracted service facility staff to routinely monitor the condition of the loaner vehicles, including general cleanliness, body damage and checking for the Voyager fuel credit card. It is the responsibility of the contracted service facility to keep the MRSR informed of the condition of the loaner vans. The contracted service facility shall notify the MRSR if the loaner requires fuel (contains less than ¼ tank), cleaning, detailing, identify any body damage, and note if the Voyager fuel credit card is missing.

The MRSR will authorize any work or services to be performed on the loaner van as needed.

The Contractor shall provide the driver with the keys of the serviced van and instruct him / her as to where to find the vehicle. The Contractor shall set aside an easily accessible parking area for vans to be picked up and returned.

3.11 Billing Requirement

On a weekly basis, the Contractor shall prepare and submit a summary invoice with attached work orders detailing work performed via email. Batched invoices will not exceed 10 per Summary Invoice Sheet. All work completed during a given week must be billed (delivered) to Rideshare Operations by the end of each week. E-Billing is required using ROBilling@KingCounty.gov and E-Payment is preferred.

The summary invoice form (see example Attachment B) shall summarize the work completed in the week and shall include:

- Contractor's name, address, phone number,
- Contract number,
- Unique Summary Invoice number, and date,
- List of work order number(s), dates, vehicle number(s), work order dollar amount(s),
- Subtotals for all WO cost, Tire fees, Sales Tax and grand total invoice amount,
- Batch and attach all work orders (with any backup documentation for PM or sub work) to invoice;

Separate work orders for each van serviced during the week shall be attached to the summary invoice and submitted weekly. All work pertaining to one vehicle shall be included on a single work order, including subcontracted and warranty work.

- Invoice packets with incorrect pricing, sales tax or any summary changes will be returned to the contractor via email with reason of return. Correct summary invoices and supporting documentation (Work Order, sublet invoice, etc.) must be returned within forty-eight hours to ROBilling@kingcounty.gov.
- When the corrected invoice packet is returned to the Commuter Van Program, the invoice date must be updated. This changes the NET 30 days payment date. Therefore, accuracy to detail is expected and to the contractors benefit.

The work order shall include:

- Date in/date completed,
- Vehicle number,
- Odometer reading when van brought in,
- Date, when work is completed and van was picked up,
- Work description and Rideshare Operations Maintenance coding (see Attachment D for maintenance code list) to indicate each type of preventive maintenance and repair service completed,
- Copy of completed King County PM Checklist,
- All warranty and subcontracted work orders pertaining to the service visit;
- Correct pricing for contracted services and all prior approved non-contracted items.

In general the Contractor shall anticipate that the Commuter Van Program will use industry standard publications for parts pricing with labor time guidelines and may obtain second opinions of service work at random for all non-contracted work.

3.12 Communication and Supporting Equipment

All Contractors are required to have and maintain computer, e-mail , a fax machine, scanner and digital camera (with the ability to upload appropriately formatted pictures and documentation) to transact business as necessary.

3.13 Contract Administration

Upon contract award, the Commuter Van Program staff will meet with the Contractor to review procedures for monitoring contract performance and appoint a contract administrator and schedule quarterly on-site visits with shop management to review service performance.

SECTION 4 Proposal Questions

4.1 General

This section contains the Proposal questions to be addressed by Proposers. Proposers shall address the questions in order presented, identifying the proposal questions by number. Proposals need to be specific, detailed and straight-forward using clear, concise and easily understood language. Proposals shall be typed. Hand written responses are not acceptable.

4.2 Proposal Response

The answers to the questions in this section will be evaluated and scored to determine the Proposers ability to provide quality technical and administrative services, for the hours of operation indicated, at fair and reasonable prices, while maintaining high standards of customer satisfaction.

Proposers are encouraged to make any comments and or attach any information that may assist the proposal evaluators in evaluating their ability to perform this contract. Do not make an assumption that because you currently provide services to King County that the review panel will be familiar with your work.

Each item in the questions shall be addressed and responses shall be numbered and identified by subsection to correspond with the RFP questions.

4.3 Shop Operations

A. List information:

1. Shop name, address: Redmond Goodyear 16101 NE 87th St STE B, Redmond WA 98052
2. Telephone, fax and Email: 425-883-4006, 1-425-645-7954, gsr8837@goodyear.com
3. Shop manager's name and emergency phone (cell): April Callahan 206-898-3819
4. Shop owner's name and emergency phone (cell): Same

B. Describe shop's access to specified major highways. Attach a map that clearly shows the on and off ramps, direction, and distance from the shop.

Refer to attached maps

C. List the hours of operation as follows:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Overall shop hours	7a-6p	7a-6p	7a-6p	7a-6p	7a-6p	7a-6p	Closed
PM and repair service hours daily	7a-6p	7a-6p	7a-6p	7a-6p	7a-6p	7a-6p	Closed
PM and repair service hours (weekend/evening)	7a-6p	7a-6p	7a-6p	7a-6p	7a-6p	7a-6p	Closed
Staff available for pick-up or drop-off hours (non- repair hours)	7a-6p	7a-6p	7a-6p	7a-6p	7a-6p	7a-6p	Closed

Please list any after hours customer key exchange options: _____

D. List who, on site, (including name and job title) has the authority to make business decisions and to resolve problems:

Name	Job Title
April Callahan	**Store Manager**
Steven Susterich	**Customer Advisor**

E. Please tell us what "Quality Service" means to your shop and list the specific steps or procedures you have in place to ensure this level of service:

To us it means prompt, courteous & professional service at all times. We belive in fixing veicles right the first time. We will always communicate clealy & completely thru all phases of vehicle repair. We also believe it is our duty to inform & educate all our customers on vehicle repairs. We will only complete repairs after authorization from our customers. We have quality assurance programs in place. We hand torque ant wheels removed & have a second associate double check. We guide all vehicles in & out of the shop to prevent vehicle collisions. Lastly we double check all oil drain plugs & filters then double check the oil level is at the proper level.

F. List the name, title and qualifications of the individual(s) who will be assigned to work with the Maintenance Service Representative (RSR) to schedule vans for service and provide current status updates on vehicles being serviced: What other responsibilities does this individual have? What is their technical background if any?

Name / Title: April Callahan / Store Manager

Qualifications: 22 plus years in the automotive repair industry

Name / Title: Steven Susterich / Customer Advisor

Qualifications: 10 plus years in the automotive industry

G. List the name and title of the individual(s) who will write up service orders and relay information to technicians.

Name / Title: April Callahan / Store Manager

Qualifications: 22 plus years in the automotive repair industry

Name / Title: Steven Susterich / Customer Advisor

Qualifications: 10 plus years in the automotive industry

H. List the name and title of the individual(s) who will be responsible for invoicing.

Name / Title: April Callahan / Store Manager

Email Contact: gsr8837@goodyear.com

Name / Title: Steven Susterich / Customer Advisor

Email Contact: gsr8837@goodyear.com

I. Describe shop policy for continued education and training:

Auto technicians are provided company paid training to attain & maintain ASE certification. Technicians are encouraged to attend off site training. All associates are requires to complete 12 online traing modules each year & have a total of 40 hours training per year.

J. Describe how your shop will provide secured parking for approximately ten to fifteen (10 - 15) loaner vans:

When possible vans will be secured inside the shop nightly. In the event that they cannot they will be secured in a safe & well lit parking area. All keys & gas cards will be kept in a secure location

K. Vans serviced at your shop will require dealer warranty work. Fill in the form below to indicate the name and address of the dealership that you will work with, your contact, and the distance from your shop: The Contractor must be set up to complete all business transactions with these warranty dealers or another mutually agreed upon by the Program at the start up of the contract term.

Manufacturer	Chevrolet	Dodge	Nissan
Dealer Name	Lee Johnson	Rairdon Dodge	Eastside Nissan
Contact	Any	Meagan	Any
Phone	425-827-0521	425-821-1777	425-688-8800
Address	11845 NE 85th ST, Kirkland WA 98033	12828 NE 124th ST, Kirkland WA 98034	14762 SE Eastgate Way Bellevue WA 98007
Distance from shop to dealer.	5 miles	5 miles	10 miles

L. Please complete the following for each employee employed in your shop. If an employee has both Administrative and Technical responsibilities please indicate Administrative hours only on this form.

SHOP ADMINISTRATION STAFF EXAMPLE SHEET

	Customer Service	Reception	Office Administration	Shop Management	Office Management	Accounting Billing
Years of Experience	22	22	22		19	20

Employee Name : Fred Farmer Job Title : Office Manager

Time with Shop: Years 19 Months 0 Work Schedule: Days 5 Hours 8

Years of Experience	5	5	5		2	

Employee Name : Gerry Guide Job Title : Office Assistant

Time with Shop: Years 5 Months 0 Work Schedule: Days 5 Hours 8

Years of Experience	19	5	5	15	2	3

Employee Name : Adam Aerostar Job Title : Shop Supervisor

Time with Shop: Years 5 Months 0 Work Schedule: Days 5 Hours 8

SHOP ADMINISTRATION STAFF FORM

	Customer Service	Reception	Office Administration	Shop Management	Office Management	Accounting Billing
Years of Experience	22	15	15	15	15	5
Employee Name :	April Callahan		Job Title :	Store Manager		
Time with Shop: Years 2 Months 2			Work Schedule: Days 5 Hours 10			
Years of Experience	10	10	15	2	2	2
Employee Name :	Steven Susterich		Job Title :	Customer Advisor		
Time with Shop: Years 2 Months 3			Work Schedule: Days 5 Hours 9			
Years of Experience						
Employee Name :			Job Title :			
Time with Shop: Years Months			Work Schedule: Days Hours			

4.4 Performance

A. Give a brief history and overview of the owner or parent firm. Briefly describe the Owners or Managers experience including history and experience with this firm and current staff at the shop:

Our Parent Company "The Goodyear Tire & Rubber Company" Has been in business for 100 plus years. Redmond Goodyear is one of 650 company owned locations.

B. Complete the following information for your fleet reference:

Fleet Reference 1:

Name of Company: Metro Van Pool

Contact Name: Pricilla Lee Contact Phone: 206-477-3943

Size and Type of Vehicles in Fleet: 100 plus Ford, Dodge & Chevy passenger vans

Type of Repair and Services Performed: Full Service

Length of Business Relationship:15 plus years

Fleet Reference 2:

Name of Company: Western States Fire

Contact Name: Jerry Contact Phone: 425-881-0100

Size and Type of Vehicles in Fleet: 10 Light duty work trucks

Type of Repair and Services Performed: Full Service

Length of Business Relationship: 6 Years

4.5 Technical

A. How will you meet required turnaround time for PM's and service repair? List specific steps.

We will utilize priority scheduling of the vans. Prompt check in & out with work orders prepared & sent to service department upon arrival. All van information will be documented & entered on tracking board & logbook to keep track of progress. All pm services as well as driver concerns will be noted on board & work order given to assigned technician. Metro contact will be notified of vans arrival, repair status, driver concerns, any additional repair recomnmendations & when van is complete. In the event that parts are not available in a timely manner the metro contact will be advised of other options

B. Describe how you ensure that diagnostic assessments and repair recommendations are necessary, cost effective, and performed properly. List specific steps: We will communicate with the drivers & metro contact to gather as much information about the van concerns. Information will be documented on tracking board & work order given to the repair technician. The technician will use the information to verify the concern, properly diagnose the issues & recommend repairs. After repairs are authorized & complete the technician will further test & test drive to confirm repairs

C. How do you determine to use OEM or aftermarket parts for repairs? List specific steps. We only use OEM or equivalent replacement parts. When equivalent aftermarket parts are available at a cost savings they will be utilized but only if same quality as OEM. For example we will not use the most inexpensive brake pads, we use a higher/OEM grade pad that will enure the van will not experience noise or premature wear concerns _

D. Fill out the following staffing chart form for technical service:

Shop Technical Staff:

a. Please complete the following for each Technical employee employed in your shop.

b. If an employee has both Technical and Administrative responsibilities indicate only Technical hours on this form and Administrative hours on the shop administrative form.

c. Please list type of technician certification by codes (see list below) and years of experience.

Technician Certification Code List:

J = Journey Level

ASE = ASE Certification

C = State Certified

OJT = Job Experience

AP = Apprentice

Technical Staff – Example Form:

Employee Name / Job Title	Engine	Transmission	Drive Train	Steer & Susp	Brake System	Electrical System	Heat / AC	Tires	Emission Certified
Name: **Adam Aerostar / Shop Supervisor**									
Certification Type	J	J	J	J	J	J	J	J	J
Years of Experience	17	17	17	17	20	16	10	20	5
TIME WITH SHOP : Years 18 Months 5 Work Schedule: Days: 5 Hours: 8									
Name: **Bill Bentley / Mechanic**									
Certification Type	ASE	ASE	ASE	ASE	ASE	ASE	ASE	ASE	C
Years of Experience	15	15	15	15	15	15	5	5	
TIME WITH SHOP : Years 8 Months 6 Work Schedule: Days: 7 Hours: 7									
Name: **Carl Camshaft / Mechanic**									
Certification Type	OJT	OJT	OJT	OJT	OJT	OJT	OJT	OJT	C
Years of Experience	22	22	22	22	22	22	22	22	3
TIME WITH SHOP : Years 10 Months 4 Work Schedule: Days: 5 Hours: 8									
Name: **Dan Driver / Mechanic**									
Certification Type				ASE	ASE			ASE	
Years of Experience				2	2			2	
TIME WITH SHOP : Years 1 Months 1 Work Schedule: Days: 5 Hours: 8									

Technical Staff

Employee Name / Job Title	Engine	Transmission	Drive Train	Steer & Susp	Brake System	Electrical System	Heat / AC	Tires	Emission Certified

Name: Robert Beckstrand /Auto Tech

Certification Type	ASE	ASE	ASE	ASE	ASE	ASE	ASE	OJT	C
Years of Experience	35	35	35	35	35	35	35	35	25

TIME WITH SHOP : Years Months Work Schedule: Days: 5 Hours: 8

Name: John Walker / Auto Tech

Certification Type	J	J	J	ASE	ASE	J	ASE	J	
Years of Experience	33	33	33	33	33	33	33	33	

TIME WITH SHOP : Years Months Work Schedule: Days: 5 Hours: 8

Name: Margarito Astorga / General Maintaince Tech

Certification Type	OJT	OJT	OJT	OJT	OJT	OJT	OJT	OJT	
Years of Experience	6	6	6	6	6	6	6	6	

TIME WITH SHOP : Years 3 Months 0 Work Schedule: Days: 5 Hours: 8

Name: Ignacio Torres

Certification Type	OJT	OJT	OJT	OJT	OJT	OJT	OJT	OJT	
Years of Experience	8	8	8	8	8	8	8	8	

TIME WITH SHOP : Years 0 Months 6 Work Schedule: Days: 5 Hours: 40

Name:

Certification Type								
Years of Experience								

TIME WITH SHOP : Years Months Work Schedule: Days: Hours:

E. Do you participate in the King County Envirostar Program or other environmental program? If so, what is your current rating? NO_____

F. What trade affiliations are you or your shop presently associated with? What is your current standing with each affiliation?

We are affiliated with MAP (Motorist Assurance Program) & in good standing

G. How will you ensure billing is timely and accurate? The Store Manager will check invoices daily for billing errors & correct as needed, The store manager will prepare weekly summary invoices & double check for billing errors & correct as needed befor submitting for payment

H. Complete the following information for shop equipment.

Equipment	Model	Type / QTY	Year

Vehicle Repair Bays	**Regular Bays**	**8**	**1985**
Vehicle Lifts	**Rotary**	**7 Above Ground**	**1991**
	Hunter	**1 Alignment Lift**	**2009**
Engine Analysis Equipment	**Snap On**	**Solus**	**2008**
Diagnostic Scan Tool	**Snap On**	**Solus**	**2008**
List Model Year scan capabilities for:			
Chevy	**1989-Present**		
Dodge	**1989-Present**		
Ford	**1989-Present**		
Nissan	**1989-Present**		
Battery/Charging System Analyzer	**OTC**	**Portable**	**2010**
Fuel Injection Service Equipment	**Valvoline**	**In-Line**	**2008**
Smoke Tester	**OTC**	**Leak Tamer**	**2011**
Air Conditioning Recovery and Charging Station	**Robinaire**	**Cooltech**	**2008**
Air Conditioning Leak Detector	**OTC**	**UV Plus**	**2010**
Coolant Flush Machine	**Soltec**	**Coolant Flush**	**2008**
Brake Disc / Drum Lathe	**Ammco**	**Disc/Drum**	**2001**
Tire Balancer	**Coats**	**XR1800**	**2010**
Tire Machine	**Coats**	**2 70X-AH3**	**2009**
TPMS Service Equipment	**ATEQ**	**VT55**	**2012**
Alignment Equipment	**Hunter**	**Hawkeye**	**2010**
Other			

4.2 Pricing

A. Non- Contracted Pricing

All non-specified pricing shall be approved before work is to be authorized. Contracted facilities shall utilize all fleet pricing afforded to King County when available. Markup on parts pricing should not exceed OEM retail pricing for the same part. It is expected that the Contractor will utilize best pricing at all times. Industry Standard Labor time guides will be referenced for work justification and authorization. King County reviews parts pricing based on aftermarket, availability, quality and previous purchases.

B. Contracted Pricing

Maintenance and repair service pricing shall include all costs for the services described. All overhead costs, including but not limited to shop supplies, hazardous materials and disposal fees shall be included in the labor rate

1. Complete the Price Proposal for all listed contract items

Maintenance and Repair Service Pricing

FLAT RATES	Labor Rate per Hour		$78.00			
	Shuttle Fee (one way)		$25.00			
	Administration Fee		$20.00			
	Wash/Vacuum Fee		$30.00			
Job Description	**Job**	**Vehicle**	**Labor Hrs**	**Labor Cost**	**Parts Cost**	**Total Cost**
PREVENTIVE MAINTENANCE	**A Service Checklist items 1-26, 36**	Standard Cost - All Vehicle Types	**.7**	**54.60**	**18.0**	**72.60**
	B Service Checklist items 1-30, 36	Standard Cost - All Vehicle Types	**1.5**	**117.00**	**42.00**	**159.00**
	C Service Checklist items 31, 36	Standard Cost - All Vehicle Types	**0.7**	**54.60**	**65.00**	**119.60**
	D Service Checklist items 1-30, 32, 36	Standard Cost - All Vehicle Types	**2.0**	**156.00**	**166.80**	**322.80**
	E Service Checklist items 33-35, 36	Standard Cost - All Vehicle Types	**1.5**	**117.00**	**60.00**	**177.00**
ALIGNMENT Parts include: None Labor includes: set to factory specifications * Expectation is for in-house job completion.	**Alignment**	Standard Cost - All Vehicle Types	1.1	85.80	0.00	85.80
ABS ELECTRONIC MODULE Parts include: ABS Electronic Module Labor includes: R&R ABS Electronic Module - Does not include reprogramming	**ABS Electronic Module**	Dodge Grand Caravan 2010-2011	**0.6**	**46.80**	**294.00**	**340.80**
	ABS Electronic Module	Dodge Grand Caravan 2012-2015 ***ELEC/HYDR UNIT***	2.7	210.60	720.00	930.60
	ABS Electronic Module	Chevy Uplander 2006-2008	1.0	78.00	369.95	447.95
	ABS Electronic Module	Chevy Express 2006-2015	1.5	117.00	240.00	357.00
ABS HYDRAULIC MODULE Parts include:ABS hydraulic Module Labor includes:R&R ABS Hydraulic Module	**ABS Hydraulic Module**	Dodge Grand Caravan 2010-2015	**1.5**	**117.00**	**339.00**	**456.00**
	ABS Hydraulic Module	Dodge Grand Caravan 2012-2015 ***ELEC/HYDR UNIT***	2.7	210.60	720.00	930.60
	ABS Hydraulic Module	Chevy Uplander 2006-2008	2.0	156.00	889.44	1045.44
	ABS Hydraulic Module	Chevy Express 2006-2015	2.4	187.20	309.00	496.20

AC OVERHAUL **Parts include: Compressor, Receiver, Dryer, Orifice Tube, O-rings an&d Freon with dye** **Labor includes: R&R compressor, receiver, dryer orifice tube & O-rings.** **Evac and recharge freon.** **Pressure test to ensure correct install & check for leaks.**	**AC Overhaul**	Dodge Grand Caravan 2010-2015	**3.4**	**265.20**	**625.00**	**890.20**
	AC Overhaul	Chevy Uplander 2006-2008	5	390.00	565.00	955.00
	AC Overhaul	Chevy Express 2006-2015	3.9	304.20	450.00	754.20
MINOR AC EVAC & RECHARGE **Parts include: Average of four (4) pounds freon with dye** **Labor includes: Evacuate, recharge, & check system for leaks.**	**Minor AC Evac/Recharge**	Dodge Grand Caravan 2010-2015	1.0	78.00	45.00	123.00
	Minor AC Evac/Recharge	Chevy Uplander 2006-2008	1.0	78.00	45.00	123.00
	Minor AC Evac/Recharge	Chevy Express 2006-2015	1.0	78.00	45.00	123.00
BATTERY **Parts include: Battery to meet CCA of vehicle spec with 60 month warranty.** **Labor includes: R&R battery and load test.**	**Battery**	Dodge Grand Caravan 2010-2015	**0.5**	**39.00**	**139.95**	**178.95**
	Battery	Chevy Uplander 2006-2008	0.5	39.00	89.00	128.00
	Battery	Chevy Express 2006-2015	0.5	39.00	89.00	128.00
ENGINE OIL COOLER LINE (one each) **Parts include: Oil Cooler line** **Labor includes: R&R of Cooler line**	**Engine Oil Cooler Line**	Chevy Uplander 2006-2008	**0.9**	**70.20**	**69.00**	**139.20**
	Engine Oil Cooler Line	Chevy Express 2006-2015	.9	70.20	59.00	129.20
FRONT BRAKE RELINE (Both Sides) **Parts include: pads, grease seals & fluids as needed.** **Labor includes: installation of pads, turn rotors, pack wheel bearings, replace grease seals, add fluid as needed, bleed & test system.**	**Front Brake Reline**	Dodge Grand Caravan 2010-2015	**1.8**	**140.40**	**64.00**	**204.40**
	Front Brake Reline	Chevy Uplander 2006-2008	1.8	140.40	64.00	204.40
	Front Brake Reline	Chevy Express 2006-2015	1.8	140.40	64.00	204.40

FRONT BRAKE OVERHAUL (Both Sides) **Parts include: new pads, rebuilt calipers, grease seals & fluids as needed.** **Labor includes: installation of calipers with pads, trun rotors, pack wheel bearings, replace grease seals. Flush, bleed & add fluid. Test operation of system.**	**Front Brake Overhaul**	Dodge Grand Caravan 2010-2015	2.4	187.20	175.00	362.40
	Front Brake Overhaul	Chevy Uplander 2006-2008	2.4	187.20	175.00	362.40
	Front Brake Overhaul	Chevy Express 2006-2015	2.4	187.20	175.00	362.40
REAR BRAKE RELINE (Both Sides) **Parts include: Brake pads, grease seals & fluids as needed.** **Labor includes: Replace pads, turn rotors, pack bearings, replace seals, add fluid, bleed & test system**	**Rear Brake Reline**	Dodge Grand Caravan 2010-2015	**1.6**	**124.80**	**67.00**	**191.80**
	Rear Brake Reline	Chevy Uplander 2006-2008	1.6	124.80	67.00	191.80
	Rear Brake Reline	Chevy Express 2006-2015	1.6	124.80	67.00	191.80
REAR BRAKE OVERHAUL (Both Sides) **Parts include: Calipers with pads, grease seals & fluid as needed.** **Labor includes: Replace calipers /pads, turn rotors, pack bearings, replace seals, add fluid, bleed & test system**	**Rear Brake Overhaul**	Dodge Grand Caravan 2010-2015	2.4	187.20	215.00	402.20
	Rear Brake Overhaul	Chevy Uplander 2006-2008	2.4	187.20	215.00	402.20
	Rear Brake Overhaul	Chevy Express 2006-2015	2.4	187.20	240.00	427.00
BRAKE ROTOR REPLACEMENT (one each) ***Rotor replacement is usally done with a reline or overhaul.Parts include: new rotor, grease seals & fluids as needed.Labor includes: installation of new rotor, turn rotor, replace grease seals, pack wheel bearing, add fluids as needed & test system.**	**Brake Rotor Replacement**	Dodge Grand Caravan 2010-2015	0.6	46.80	91.00	137.80
	Brake Rotor Replacement	Chevy Uplander 2006-2008	0.6	46.80	92.00	138.80
	Brake Rotor Replacement	Chevy Express 2006-2015	.6	46.80	119.00	165.80
FUEL INJECTION FLUSH **Parts include: Fuel injection cleaning kit.**	**Fuel Injection Flush**	Dodge Grand Caravan 2010-2015	1.0	78.00	29.95	107.95

Labor includes: Flush/clean fuel injection system.	Fuel Injection Flush	Chevy Uplander 2006-2008	1.0	78.00	29.95	107.95
	Fuel Injection Flush	Chevy Express 2006-2015	1.0	78.00	29.95	107.95
FUEL PUMP MODULE Parts include: Fuel Pump Module Labor includes: R&R Fuel pump module	Fuel Pump Module	Dodge Grand Caravan 2010-2015	1.5	117.00	390.00	507.00
	Fuel Pump Module	Chevy Uplander 2006-2008	2.5	195.00	350.00	545.00
	Fuel Pump Module	Chevy Express 2006-2015	2.5	195.00	404.00	599.00
IDLER ARM (one side) Parts include: Idler arm assembly. Labor includes: R&R idler arm assembly.	Idler Arm	Chevy Express 2006-2015	**0.7**	**54.60**	**139.95**	**194.55**
RACK & PINION Parts include: Rack & pinion, PS fluid as needed. Labor includes: Replace rack & pinion -bleed system. R&R existing outer tie rods included in labor. Alignment to be done but billed as a separate job.	Rack & Pinion	Dodge Grand Caravan 2010-2015	4.0	312.00	499.00	811.00
	Rack & Pinion	Chevy Uplander 2006-2008	4.0	312.00	220.00	532.00
	Rack & Pinion	Chevy Express 2006-2015	3.0	234.00	225.00	459.00
SHOCKS (one each) Parts include: Shock and hardware Labor includes: Replace shock * Load Leveling Shock required for Dodge Grand Caravan 2010-2012	Shock	Dodge Grand Caravan 2010-2012 ***LOAD LEVELING SHOCK NEEDED***	0.6	46.80	350.00	396.80
	Shock	Dodge Grand Caravan 2013-2015	.6	46.80	81.00	127.80
	Shock	Chevy Uplander 2006-2008	.6	46.80	90.00	136.80
	Shock	Chevy Express 2006-2015	.6	46.80	74.00	120.80

STRUT (one each) **Parts include: Strut & hardware** **Labor includes: Replace Strut**	**Strut**	Dodge Grand Caravan 2010-2015	**2.0**	**156.00**	**112.00**	**268.00**
	Strut	Chevy Uplander 2006-2008	2.3	179.40	136.00	315.40
TIE ROD END (one each) **Parts include: Tie rod end** **Labor includes: Replace tie rod**	**Tie Rod**	Dodge Grand Caravan 2010-2015	0.8	62.40	54.95	117.35
	Tie Rod	Chevy Uplander 2006-2008	0.8	62.40	31.95	94.35
	Tie Rod	Chevy Express 2006-2015	.8	62.40	89.00	151.40
TRANSMISSION COOLER LINE (one each) **Parts include: Tranmission Cooler line** **Labor includes: Replace of Cooler line**	**Trans Cooler Line**	Dodge Grand Caravan 2010-2015	1.5	117.00	69.00	186.00
	Trans Cooler Line	Chevy Uplander 2006-2008	0.8	62.40	69.00	131.40
	Trans Cooler Line	Chevy Express 2006-2015	0.8	62.40	54.00	116.40
WATER PUMPParts include: Water pump **Labor includes: Replace water pump**	**Water Pump**	Dodge Grand Caravan 2010-2015	2.3	179.40	101.00	280.40
	Water Pump	Chevy Uplander 2006-2008	1.4	109.20	169.00	278.20
	Water Pump	Chevy Express 2006-2015	2.5	195.00	214.00	409.00
WHEEL HUB ASSEMBLY (one each) **Parts include: Wheel hub assembly** **Labor includes: Replace wheel hub assembly**	**Wheel Hub Assembly**	Dodge Grand Caravan 2010-2015 ***FRONT***	1.5	117.00	186.00	303.00
	Wheel Hub Assembly	Dodge Grand Caravan 2010-2015 ***REAR***	1.5	117.00	186.00	303.00
	Wheel Hub Assembly	Chevy Uplander 2006-2008 ***FRONT***	1.1	85.80	210.00	295.80

	Wheel Hub Assembly	Chevy Uplander 2006-2008 ***REAR***	1.1	85.80	210.00	295.80
WINDOW MOTOR Parts include: Window motor Labor includes: Replace window motor	**Window Motor**	Dodge Grand Caravan 2010-2015	1.3	101.40	95.00	196.40
	Window Motor	Chevy Uplander 2006-2008	1.3	101.40	115.00	216.40
	Window Motor	Chevy Express 2006-2015	1.3	101.40	89.00	190.40
WIPERS (one each) Parts include: Wiper Labor includes: Replace wiper	**Wiper**	Dodge Grand Caravan 2010-2015	0.1	7.80	8.50	16.30
	Wiper	Chevy Uplander 2006-2008	0.1	7.80	8.50	16.30
	Wiper	Chevy Express 2006-2015	0.1	7.80	8.50	16.30
TIRES (one each)Parts include: Tire, valve stem, TPMS seal kit, and wheel weights as needed.Labor includes: R&I tire wheel assembly,mount & balance tire. Retrain TPMS as needed.	**Tires**	205/55 R16 Load B	**0.25**	**19.50**	**97.13**	**116.63**
	Tires	215/70 R16 Load B	0.25	19.50	102.77	122.27
	Tires	225/60 R17 Load B	0.25	19.50	101.89	121.39
	Tires	225/65 R16 Load B	0.25	19.50	89.95	109.45
	Tires	235/60 R16 Load B	0.25	19.50	97.69	117.19
	Tires	225/75R 16 Load E	0.25	19.50	115.78	135.28
	Tires	245/75 R16 Load E	0.25	19.50	124.47	143.97

THIS CONTRACT #_____ ("Contract") is entered into by **KING COUNTY,** Washington, a home rule charter county and a political subdivision of the State of Washington (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to, _____ and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

2. Contract Amendment(s)

3. Contract, which consists of this page, the Terms and Conditions, and the following:

- ☐ Scope of Work ..... Exhibit A
- ☐ Price Attachment ..... Exhibit B
- ☐ Consultant Disclosure Form (if applicable) ..... Exhibit C
- ☐ Certificate(s) of Insurance and Policy Endorsement ..... Exhibit D
- ☐ Other Exhibits and attachments (if applicable)

4. Request for Proposal (if applicable - as modified by any addenda)

5. Contractor's Proposal (if applicable)

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire _____ years after the date of the County's signature, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed.

IV. ACKNOWLEDGEMENT AND AUTHORITY

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and

provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

COMPANY NAME

Authorized Signature

Name and Title (Print or Type)

Date Accepted:

KING COUNTY

Authorized Signature

Name and Title (Print or Type)

Date Accepted:

Approved as to form only:

King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day.

KCC: The King County Code.

Measurable Amount of Work: A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.3 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S CNK-ES-0320, 401 Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.4 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, 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). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.5 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.6 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.7 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates 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 payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.8 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager - Diane Davis	
King County DOT-Transit	
201 S. Jackson St.	
Seattle, WA 98104	
206-477-3937	
diane.davis@kingcounty.gov	

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 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, 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 Work provided by or on behalf of the Contractor. 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 addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and 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. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

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

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Evidence and Cancellation of Insurance

A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least

forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.

B. The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

C. Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.4 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions , will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, 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.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: $ combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $ aggregate limit. CG 00 01 current edition, including Products and Completed Operations.

2. Professional Liability, Errors and Omissions: $ Per Claim and in the Aggregate.

3. Automobile Liability: $ combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

4. Workers' Compensation: Statutory requirements of the State of residency, and

5. Employers' Liability or "Stop Gap" coverage: $

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, 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. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor

3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.

4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

   Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

   If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of**

compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest - 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 acquire any such 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 officers 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.

B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:

1. 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.

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, 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. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or

within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.

2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

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.

5.4 Public Records Requests

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 the 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. The 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."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

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

6.3 Non-Disclosure Obligation

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

SECTION 7 NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE

7.1 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, and require all Subcontractors to 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. 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, and to require Subcontractors 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.

Ref: KCC 12.16.020.

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/operations/procurement/Services/Equal_Benefits.aspx

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 subcontractors 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 and all Subcontractors 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, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC 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 and all Subcontractors 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 Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: http://www.kingcounty.gov/bdcc.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.

2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.

3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than $750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at http://www.kingcounty.gov/bdcc. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.

2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.

3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

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

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

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

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

I. 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.

7.2 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. 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 in Employment.

SECTION 8 CLAIMS AND APPEALS; DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

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 on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, 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 Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work or the Contractor fails to perform in the manner called for in the Contract, or if 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:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. 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 by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.

3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.

4. 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

1. 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 Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

   If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 MISCELLANEOUS

10.1 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.

10.2 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 Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective 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.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, 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 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.

10.4 Environmentally Preferable Product Procurement Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The 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.

Ref: KCC 18.20 and King County Executive Policy 7-1-2.

10.5 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.6 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.

10.7 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.

END OF TERMS AND CONDITIONS

Equal Benefits Compliance Worksheet

King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

Return this Worksheet, Declaration, and any attached alternate compliance forms to King County.

Contractor Name: Redmond Goodyear
Email: gsr8837@goodyear.com
Solicitation# : 1261-15-LSM
Contact Person: April Callahan
Phone Number: 425-883-4006
Contract#: 1261-15-LSM
Employees in the U.S.: 8

1. EMPLOYEE INFORMATION

a. Do you have any employees? ☑ Yes ☐ No
- If the answer to Question 1a is "NO", (you DO NOT have any employees); you do not need to complete the remainder of the worksheet. Select Option C on the attached Declaration.

b. If 1.a is yes, are they Union, Non-Union, OR both? ☐ Union ☑ Non-Union
- If the answer to Question 1b is "Union", please go to questions 4 & 5.
- If the answer to Question 1b is "Non-Union", go to questions 2 & 3.

2. IF YOU HAVE NON-UNION EMPLOYEES

a. Do you make any benefits available to employees? [Paid by employer or not] ☑ Yes ☐ No

b. Do you make any benefits available to the spouses of employees? [Paid by employer or not] ☑ Yes ☐ No

c. Do you make any benefits available to the domestic partner (DP) OR legally domiciled member of household (LDMH) of employees? (Same-sex and Opposite-sex) [Paid by employer or not] ☐ Yes ☑ No
- If the answers to both Questions 2(b) and 2(c) are "NO", (benefits offered to neither employees' spouses nor employees' DP or LDMH); select Option B on the attached Declaration.
- If the answer to either Question 2(b) or 2(c) is "YES", continue to Question 3.

3. BENEFITS AVAILABLE FOR NON-UNION EMPLOYEES

Indicate which benefits are made available below. Check "Yes" for any benefit that is available, paid for or not (same & opposite-sex). Check "No" if not available. Available might mean a death benefit for Pension (joint annuity) or Disability can be paid to DP and LDMH. Bereavement leave policies must be equal for DP and LDMH. Family leave must include an employee's DP, LDMH and their dependents. If moving expenses/relocation increases when including a spouse, they must also increase for DP and LDMH.

		THESE THREE COLUMNS MUST MATCH		
Employee Benefit	Employees	Spouses	DP	LDMH
Health Care	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No
Dental Care	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No
Vision Care	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No
Life	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No
Disability	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No
Pension/Retirement	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No
Bereavement Leave	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No
Family Leave	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No
Relocation (Moving Expenses)	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No
Business Travel (not mileage)	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No
Member Discounts, facilities, events	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No
Other (specify):	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No
Other (specify):	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No

If selections made for Spouses, DP, and LDMH columns match, select Option A on Page 4, Equal Benefits Compliance Declaration. **OR:**

If selections made for Spouses, DP, and LDMH columns DO NOT match, please review Option D on Page 3, Equal Benefits Compliance Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

4. **IF YOU HAVE <u>UNION</u> EMPLOYEES**

   a. Are any benefits available to the spouses of union employees? ..... ☐ Yes ☐ No

   b. Are any benefits available to the DP/LDMH of union employees? ..... ☐ Yes ☐ No

   If the answer to either Question 4(a) or (b) is "YES", continue to Question 5.

5. **BENEFITS AVAILABLE FOR UNION EMPLOYEES**

Please indicate which union benefits are available on the list below. Union benefits may be controlled by a trust, and the eligibility of DP and LDMH may be restricted by a Union Trust Administrator. Please contact King County Procurement and Contract Services Section at 206-263-9400 to learn how to apply for a Collective Bargaining Delay.

		THESE THREE COLUMNS MUST MATCH		
Employee Benefit	Employees	Spouses	DP	LDMH
Health Care	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Dental Care	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Vision Care	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Life	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Disability	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Pension/Retirement	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Bereavement Leave	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Family Leave	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Relocation (Moving Expenses)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Business Travel (not mileage)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Member Discounts, facilities, events	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Other (specify):	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Other (specify):	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

If selections made for Spouses, DP, and LDMH columns match, select Option A on Page 4, Equal Benefits Compliance Declaration. **OR:**

If selections made for Spouses, DP, and LDMH columns DO NOT match, please review Option D on Page 3, Equal Benefits Compliance Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

Equal Benefits Compliance Declaration

King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

King County cannot award a contract until you submit the attached Worksheet and this Declaration.

I, April Callahan (Name) on behalf of Redmond Goodyear (Contractor Name)

state that the Contractor complies with King County Ordinance 14823 and related rules because it:

(Select the Option that applies and sign form below):

Option A

☐ Makes benefits available on an equal basis to all its non-union and/or union employees with spouses and its employees with a domestic partner (same-sex and opposite-sex) OR legally domiciled member of household.

Option B

☐ Does not make ANY benefits available to the spouses or the domestic partner OR legally domiciled member of household of employees.

Option C

☐ No employees.

Option D

☐ Seeking authorization from King County Procurement and Contract Services to delay implementation of equal benefits due to a Collective Bargaining Agreement, Open Enrollment, or internal Administrative steps. (Equal Benefits Substantial Compliance Authorization Form attached).

Instructions for alternate compliance:
The contractor must complete and return an Equal Benefits Substantial Compliance Authorization Form to King County as an attachment to this Declaration. The Substantial Compliance Authorization Form can be found at http://www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx

☑ Statement of Noncompliance
Contractor does not comply and does not intend to comply with King County Ordinance 14823 and related rules for this contract.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is correct and true, and that I am authorized to bind this entity contractually.

Executed this 22 day of October, 20 15 at 10:00, AM

	April Callahan
Signature	Name (Please print)
Store Manager	340253240
Title	Federal Tax Identification Number
16101 NE 87th ST Suite B, Redmond, WA 98052	
Address	

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
The Goodyear Tire & Rubber Company

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any) D

Address (number, street, and apt. or suite no.)
200 Innovation Way

Requester's name and address (optional)

City, state, and ZIP code
Akron, OH 44316-0001

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
3	4	–	0	2	5	3	2	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ VWym Date ▶ 1/1/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

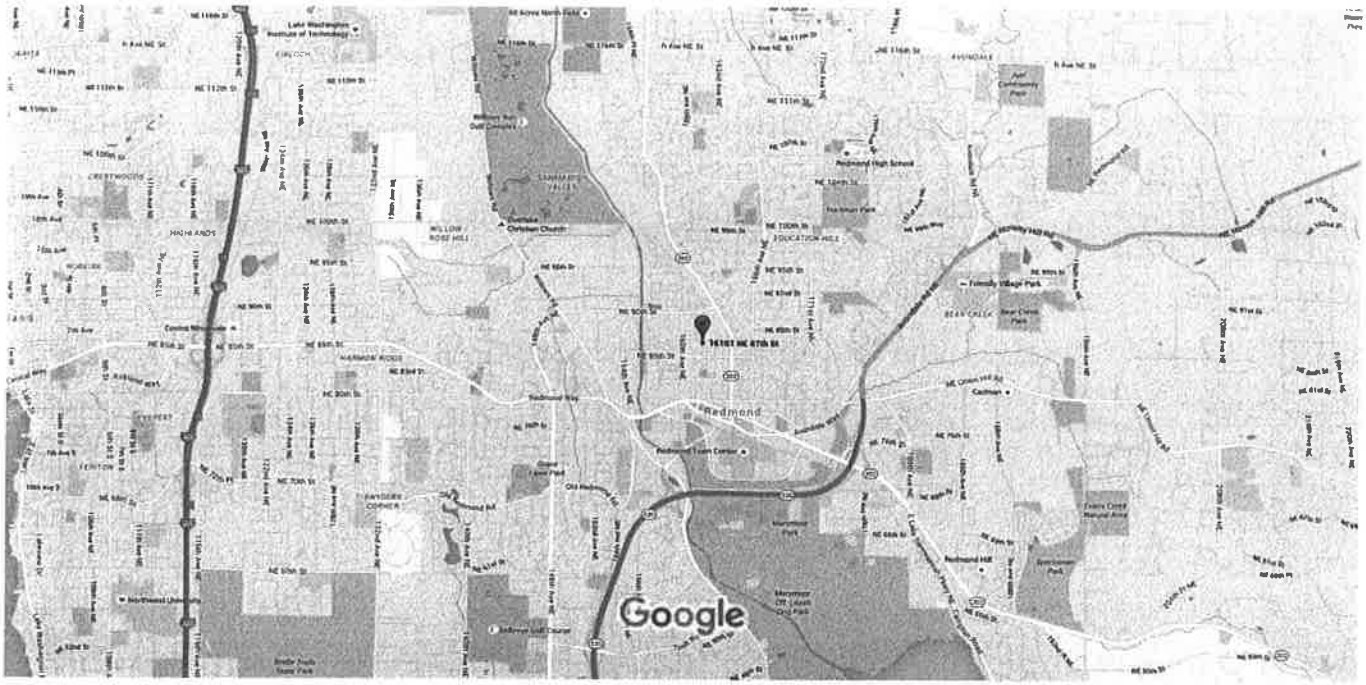
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Google Maps 16101 NE 87th St



Map data ©2015 Google 2000 ft

16101 NE 87th St

Redmond, WA 98052