



**KingCounty**

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

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**CONTRACTOR:**  
CXT INCORPORATED  
3808 N SULLIVAN RD BLDG #7

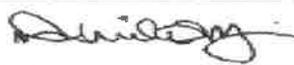
SPOKANE, WA 99216 United States  
Fax: (800)

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

**SHIP TO:**  
KC DNRP OFC OF THE DIRECTOR  
201 S JACKSON ST, KSC-NR-0700  
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 5866732	REVISION 0	PAGE 1 of 1
CREATION DATE 22-JUN-2016	BUYER PATRICIA REID	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
11338	NET30DAYS	PREPAID AND ALLOW	DESTINATION	Seller Chooses	Telephone: (800) 6965766

DESCRIPTION
<p>Furnish Pre-cast Concrete Utility &amp; Restroom Buildings as requested by authorized King County DNRP-Parks personnel during the period June 22, 2016 through September 14, 2018, in accordance with Washington State contract number 00213 and the responding bid of CXT Inc. both incorporated by reference as if fully set forth herein.</p> <p>Estimated annual value \$50,000</p> <p>Individual standard Purchase Orders with unique Purchase Order numbers referencing this Contract Purchase Agreement will be issued by King County to authorize the purchase and payment of Goods and Services.</p> <p>All invoices must reference the individual Standard Purchase Order number to avoid delay in payments.</p>
 _____ Authorized Signature



## Contract Summary

### PreCast Concrete Utility & Restroom Bldgs

**Contract#:** 00213 **Replaces:** 05706

Pre-engineered, Pre-fabricated and Pre-cast Concrete Building for use as Restrooms and General Purpose Utility/Storage Buildings.

Building designs are to be attractive, low maintenance, vandal resistant, suitable for a variety of climates.

Models Available: Gunnison, Cascadian, Rocky Mountain, Tioga, Double Cascadian, Double Rocky Mountain, Ozark, Montrose, Cortez, Denali, Navajo, Schweitzer, Taos and Cheyenne.

**Current Term Start Date:** 04-15-2013 **Award Date:** 04-10-2013

**Est. Annual Worth:** \$230,546

**Current Term Ends On:** 09-14-2018 **Final Term Ends On:** 04-14-2021

**Commodity Code(s):** 155-10 ,155-12 ,155-13 ,909-25 ,909-30

**Diversity:** 0% WBE 0% MBE

**# of Bids Received:** 1

**Contact Info:** Master Contracts & Consulting – John Allen at (360) 407-8406 or [john.allen@des.wa.gov](mailto:john.allen@des.wa.gov)

#### Who can use this contract?

- » [Organizations with Master Contract Usage Agreements](#)
- » [Oregon Coop Members](#)

#### Current Documents    Historical Documents    Resources

- |   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li>» <a href="#">Pricing &amp; Ordering</a></li> <li>» <a href="#">Specifications</a></li> <li>» <a href="#">Contract &amp; Amendments</a></li> </ul> | <ul style="list-style-type: none"> <li>» <a href="#">Original Solicitation Documents</a></li> <li>» <a href="#">Original Solicitation Amendments</a></li> <li>» <a href="#">Bid Tab</a></li> <li>» <a href="#">Memo to File</a></li> </ul> | <ul style="list-style-type: none"> <li>» <a href="#">Contract Comments</a></li> <li>» <a href="#">Vendor and Contract Performance Feedback</a></li> <li>» <a href="#">Best Buy Form</a></li> </ul> |
|---|--|--|

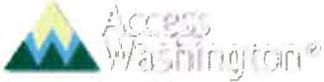
Contractors	OMWBE	Veteran	Small Business
CXT INCORPORATED - W1972		N	N

*1260-16*

**M**=OMWBE Certified Minority Owned **W**=OMWBE Certified Women Owned **MS**=Self Identified Minority Owned **WS**=Self Identified Women Owned

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.



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## ATTACHMENT C GENERAL SPECIFICATIONS

### Building Descriptions and Features

#### Utility/ General Building Requirements

Specifications cover the construction and installation of buildings. Buildings are to be complete with all items hereafter specified and as shown on drawings. The buildings are pre-engineered, pre-fabricated, pre-cast concrete transportable buildings for use as: general purpose storage/utility buildings for category A, vaulted restrooms for category B, flush restrooms for category C, flush restrooms with showers for category D and maintenance and periodicals for category E.

#### Standard of Quality

The products of CXT, Inc., are the standard of quality based on past performance.

**Category A: Utility Units** = Schweitzer model.

**Category B: Vault Restroom Units** = Gunnison, Cascadian, Rocky Mountain, Tioga, Double Cascadian and Double Rocky Mountain models.

**Category C: Flush Restroom Units** = Montrose and Ozark models.

**Category D: Flush Restroom with Shower** = Navajo with Shower and Gila with Shower models.

See Drawing section of IFB for floor plans and details.

#### Design Criteria and Quality Assurance

All buildings shall be delivered with local stamped engineered drawings and calculations meeting all current state and local building requirements.

The building design and fabrication shall be adequate to resist wind and snow loads in accordance with governing building codes and the stresses and shocks common to buildings.

Design calculations and shop drawings shall clearly state design loads and all criteria, safety factors, etc. used to arrive at design loads.

#### Products must meet the following:

Codes - Meet all International Building Codes (IBC) and Uniform Building Codes (UBC) as adopted by the State and Local authorities at the time of bid award. Such as, Factory Assembled Structure Inspection and Gold Label

Snow - Withstand a snow load of 250 pound per square foot per IBC and OR ASCE 7 can be used as approved by the local building department of the delivery location.

Wind - Withstand the effects of 130 mile per hour wind load, (ASCE 7-95).

Live Roof Load- 60 psf.

Floor Load – 250 psf.

Seismic Zone - Withstand the effects of a Zone-4 earthquake.

Seismic Load Performance Category "C", Exposure Group III.

ADA - Designed to meet the current requirements of the Federal and State requirements for American with Disabilities Act and Uniform Federal Accessibility Standards at the time of bid award. Design shall provide for a 60 inch diameter turning radius within the toilet rooms.

ASTM C33 Concrete Aggregates

ASTM C39 Method of Test for Compressive Strength of Cylindrical Concrete Specimens

ASTM C143 Method of Test for Slump of Concrete

## Building Descriptions and Features

ASTM C150	Standard Specification for Portland Cement
ASTM C192	Method of Making and Curing Test Specimens in the Laboratory
ACI 1211.1	Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete
PCI MNL 116	Quality Control for Plants and Production of Precast Prestressed Concrete Products

ACI-318-95, "Building Code Requirements for Reinforced Concrete".

ASCE-7-95, "Building Code Requirements for Minimum Design Loads in Buildings and Other Structures".

Walls to be UL-752 Test Method Level 4 for bullet resistance, certified by an independent structural engineer.

Concrete Reinforcing Institute, "Manual of Standard Practice"

### Roof Design

1. Restrooms roofs are sloped or gabled as noted on the model drawings.
2. Utility roofs are available either flat or sloped as noted on the model drawings.
3. Roofs are one or two piece concrete slabs. Privacy screened entry ways shall be roofed. Roofs shall have minimum 6 inch overhang.
4. Roofs shall be weather and water-tight.

### Floor Design

1. Buildings shall have a one piece concrete floor unit to prevent panels that migrate in different direction during periods of freeze/thaw stress.
2. Finished floor shall be level along all walls.
3. No area of the floor shall allow wastewater to accumulate.
4. Concrete floor thickness shall be a minimum of 4 inches.
5. There shall be a 1/2" turn down, the width of the wall panels, cast into the floor. The 1/2" turn down makes the interior floor surface 1/2" higher than the joint between the wall panel and floor slab preventing intrusion of water.

### Concrete Mix Design

1. Concrete mix will be designed to ACI 211.1 to produce concrete of good workability.
2. Concrete will contain a minimum of 610 pounds of cement per cubic yard. Cement will be a low alkali type I or III conforming to ASTM C-150.
3. All fine and coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
4. Minimum water/cement ratio will not exceed .45. Slump will not exceed 4". Slump may be increased using chemical admixtures provided that the concrete maintains same or lower water to cement ratio and does not exhibit segregation.
5. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A for super plasticizer. Other admixtures will not be used without customer approval.
6. All concrete used in the precast walls, roof, and floor shall be minimum compressive strength of 5000 psi and shall conform with the requirements of the ACI standard 318-83. 28-day compression strength.
7. Cement shall be gray Portland cement type 1 and shall conform to ASTM Spec. C-150.
8. The water used in the mix shall be clean and non-detrimental to the mix. The water-cement ratio shall not exceed 5 gallons per bag of cement.
9. A concrete mix review must be provided by an independent testing laboratory certified by the structural engineer.

## Building Descriptions and Features

### Concrete Testing

The following tests will be performed on concrete used in the manufacture of the buildings. All testing will be performed in the PCI certified laboratories. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.

1. The slump of the concrete will be performed on the first batch of concrete in accordance with ASTM C143. This slump will be in the 3"-4" range. Slump may be increased using chemical admixtures provided that the concrete maintains same or lower water to cement ratio and does not exhibit segregation. Slump will never exceed 9 inches.
2. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of 5.5% +/- 1.0%.
3. The compressive strength of the cylinders will be tested to ASTM C39. Contractor will make one (1) cylinder for release, one (1) for 7 days, and one (1) for 28 days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
4. A copy of all test reports will be available by the Contractor to Purchaser as soon as 28-day test results are available upon request.

### Colored Concrete

Color additives will conform to ASTM C979. Contractor to provide an adequate color sample for Purchaser's approval prior to manufacturing.

The following will contain colored concrete:

1. Toilet building roof panels
2. Building walls
3. Screen panels
4. The same brand and type of color additive will be used throughout the manufacturing process.
5. All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color.
6. Concrete color pigment if specified shall be permanent to exposure by sunlight and weather, line proof and uniform as recommended by the Portland cement association in accordance with ASTM spec. C-494.

### Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615, Grade 60. All welded wire fabric will conform to ASTM A185.
2. All reinforcement will be new, free of dirt, oil, paint, grease; loose mill scale and loose or thick rust when placed.
3. Details not shown of drawings or specified will be to ACI 318.
4. Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1-inch of cover on the under surface of the floor and roof.
5. The maximum allowable variation for center-center spacing of reinforcing steel will be ½ inch.
6. Full lengths of reinforcing steel will be used when possible. When splices are necessary on long runs, splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars #4 or smaller a minimum of 12". Lap bars larger than #4 a minimum of 24 bar diameters.
7. Reinforcing bars will be bent cold. No bars partially embedded in concrete will be field bent unless approved by the customer.
8. All reinforcing steel bars shall conform to ASTM 615 Grade 60 for deformed and plain billet -steel bars for concrete reinforcement (Fy=60 Ksi). Wire mesh and flat sheets used for reinforcing shall conform to ASTM 185 specifications for steel welded wire fabric, plain for concrete reinforcement.
9. Reinforcing assemblies shall be prefabricated into single complete units with a minimum of 3/4 inch clearance from the edges and surfaces of the precast unit.

### **Building Descriptions and Features**

10. All precast wall panels shall be welded together and be attached to the floor in such a way as to form a continuous unit. Wall and floor reinforcing should be permanently attached to each other. The welding procedure has to be submitted and approved by a professional engineer. All welding shall be done by welders having current valid certifications and having current experience in this type of welding. All construction shall be per American Welding Society Codes and Recommendations. All exposed steel plate assemblies both inside and out shall be painted over the shop coat.
11. Place and secure in the forms all necessary anchors, clips, inserts, lifting devices, stud bolts, ties and any other device that is required for handling and installing the precast components and for the attachment of subsequent items.
12. Post-tensioning Strand: 41K Polystrand CP50, .50, 270 KSI, 7-wire strand, greased plastic sheath, (ASTM A416), roof and floor to be each post-tensioned by a single, continuous tendon. Said tendon shall form a substantially rectangular configuration having gently curving corners and a corner where the tendon members are anchored. Tendons shall be greased and enclosed within a sheath.
13. If post-tensioning is not used in the roof panel, the following guidelines must be followed to ensure a watertight roof design.
  - a) The entire pre-cast concrete roof panel surface must be cleaned and primed with a material that prepares the concrete surface for proper adherence to the coating material.
  - b) The entire pre-cast concrete roof panel surface shall be sealed with a .045 EPDM continuous membrane cemented to the concrete with a compound designed for this purpose.

### **Mixing and Delivery of Concrete**

Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:

1. Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.
2. Concrete will be discharged as soon as possible after mixing is complete. This time will not exceed 30 minutes.

### **Building Forms**

1. The forms for the precast components shall be constructed such that the finished components will have sharp definition, dimensional accuracy, and uniformity of shape and texture.
2. Precast components shall be prefabricated to the sizes and shapes indicated on the project plans.
3. No unfinished edges shall be exposed to view.
4. The finished components shall be straight and square. Waxed, cracked, broken, spalled, stained, or otherwise defective units shall not be used. Components with imperfections in exposed surfaces shall not be used.

### **Curing and Hardening Concrete**

1. Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.
2. Cold weather concrete placement will be in accordance with ACI 306.
3. Concrete will not be placed if ambient temperature is expected to be below 35 degrees F. during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45 degrees F.
4. Materials containing frost or lumps of frozen materials will not be used.
5. The temperature of the concrete will not exceed 80 degrees F. at the time of placement and when the ambient reaches 90 degrees F. the concrete will be protected with moist covering during cure period.
6. Curing compounds, if used, will be colorless, complying with ASTM C309, type I or 1-D.

### **Building Descriptions and Features**

7. Precast concrete components shall be cured in forms for a minimum of 24 hours, or until the concrete reaches 75 percent of design strength.
8. All exposed surfaces must be covered to control the loss of moisture and temperature.
9. After the precast component is removed from the form it must be covered or be moisture cured until the results of a 7 day compression test is available.

#### **Placing and Consolidating Concrete**

1. Concrete will be consolidated by the use of mechanical vibrators.
2. Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

#### **Finishing Texture Concrete**

1. Interior floor and exterior slabs will be floated and troweled until all marks are removed. A light broom finish will be applied to the exterior and interior slabs. Smooth steel form finish on all interior panel surfaces.
2. The underside of the overhand will have a smooth finish.
3. All exterior building walls, exterior screen walls and exterior roof panels textured surfaces will be casted per customer's selected finish style.
4. Contractor to provide four (4) exterior wall textures and three (3) exterior roof textures/surfaces. Purchaser to select textures with order. (Exterior Wall Finishes: Barn wood boards, rough block, stone/brick, board and batten, and wainscot) (Exterior Roof Finishes: wood shake style, vertical lines, and aggregate rock)
5. Contractor shall provide sample finishes, if requested by the Purchaser, to confirm and validate quality, colors and textures. Samples will be used to provide comparison of delivered materials.

#### **Cracks and Patching**

1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.
2. Small holes, depressions and air voids will be patched with a suitable material. The patch will match the color, finish and texture of the surrounding surface.
3. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

#### **Caulking, Grout and Adhesive**

1. All caulking will remain flexible and non-sag at temperatures from -50 to +140 degrees Fahrenheit.
2. Interior joints will be caulked with a paintable silicone based caulk.
3. Exterior joints will be caulked with a tripolymer sealant caulk which compliments the exterior color.
4. Grout will be a non-shrink type and will be painted to match the color of surrounding concrete as nearly as possible.
5. Epoxy concrete adhesive will be two component, rigid, non-sag gel adhesive for bonding to dry or damp surfaces, moisture insensitive.
6. Portland cement mortar will consist of one part Portland cement, three parts sand and enough water to make workable mixture.
7. Cement base coating is formulated with a very fine aggregate system and a built-in bonding agent.
8. Before all joints of the building are caulked, a rolled polyurethane foam rope shall be placed in the seams for insulation purposes.
9. All joints will then be caulked with a non-sag, non-staining polyurethane caulking compound meeting ASTM C-920-79. Sika-flex is approved.
10. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-IA elastic sealant or equal. Exterior caulk joint to be 1/2" x 1/2" square so that sides of joint are parallel for correct caulk adhesion.

## Building Descriptions and Features

### Structural Joints

1. Wall components will be joined together with two welded plate pairs at each joint. Each weld plate will be 6 inches long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.
2. Walls and roof will be joined with weld plates, 3"x 6", at each building corner.
3. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matched colored caulk on the outside and two weld plates 6 inch long per wall.
4. All anchors, clips and fasteners shall conform to ASTM A325.
5. All panels shall be securely fastened together with 1/4" thick steel brackets. Steel is to be of structural quality, hot-rolled carbon complying with ASTM A283, Grade C and hot dipped galvanized after fabrication. All fasteners to be 1/2" diameter bolts complying with ASTM A307 for low-carbon steel bolts. Cast-in anchors used for panel connections to be Dayton-Superior #F-63, or equal. All inserts for corner connections must be bolted directly to form before casting panels. Floating of connection inserts will not be allowed.

### Wall Vents

Wall vents will be cast into the concrete wall. The units' frame will be C3 x 4.1 channel steel. The louver frame will be 3/16" x #3 flat bar or 18 gauge zinc coated steel with baked enamel finish. The louver will be inverted Y, no vision 2"x2"x1/8" angle. Vandal proof materials. All steel will be primed and painted as defined in metal painting specification. There will be an insect screen between louvers.

OR Two screened aluminum vents to be cast in wall. Vents shall be SUNVENT #164FL, or equal.

### Paints

All buildings shall be primed, caulked and painted ready for installation. Colors shall be selected by Purchaser.

1. All paints and materials will conform to all Federal specifications or be similar "top-of-the-line-components".
2. Paints will not contain more than .06 percent by weight of lead.
3. An appropriate concrete curing time will be allowed before paint is applied to concrete.
4. Some applications may require acid etching. A 30 percent solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry.
5. Painting will not be done outside in cold, frosty or damp weather. Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher. Painting will not be done in dusty areas.
6. Type of paints:
  - a) Interior floors will be a 2-component, catalyzed, water borne polyamide epoxy with a micronized polymer additive to provide uniform slip resistant texture or a 1-part water based epoxy with a silica sand suspension to provide uniform texture.
  - b) Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain or a modified acrylic penetrating pigment or will be 2 coats of a modified acrylic penetrating pigment, followed by 1 coat of clear sealer.
  - c) Exterior walls and roof will be a pure acrylic water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer or will be 2 coats of pure acrylic water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.
  - d) Weatherproofing sealer for exterior of building will be clear, pure acrylic water repellent penetrating sealer.

## Building Descriptions and Features

e) Metal surfaces both interior and exterior, will be primer and enamel with Direct to Metal (DTM) ALKYD.

### Exterior Doors

1. Doors will be flush panel type 1-3/4" thick, pre-hung steel door, minimum 18-gauge prime coated steel panels with minimum 12 gauge internal bracing channels with polystyrene core and galvanized steel top.
2. Doorframes will be knockdown or welded type, single rabbet, minimum 16-gauge prime coated steel, and width to suit wall thickness. Permanently attached to the building. Three (3) rubber door silencers will be provided on latch side of frame.

Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified.

The buildings shall be equipped with single 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames.

Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of epoxy paint, MEDIUM GRAY, if no other color is specified.

### Door Hardware

All door hardware and the position of the hardware on the door shall meet the requirements of the Americans with Disabilities Act (ADA). Hinges and dead-bolt locks shall be tamper-proof.

#### Restroom Doors:

Stainless steel door pull - 3/4" x 6".

Stainless steel 3 1/2" x 15" push and pull plates,

Stainless steel 10" x 34" kick plate (inside only)

Cylindrical Deadbolt, Yale 3500 Series or equal

Spring hinges #1250-4 1/2" x 4 1/2" x 26D

#### Chase Door:

Cylindrical Deadbolt keyed alike, Yale 3500 Series or equal

Stainless steel door pull - 3/4" x 6".

Spring hinges #1250-4 1/2" x 4 1/2" x 26D

External thumb latch.

Threshold: raised interior, extruded aluminum threshold with neoprene seal, CECO #897 V or equal.

Drip Cap: National Guard 15D72

### Door Hinges

Door hinges will be 3 per door with dull chrome plating 4-1/2"x4-1/2", adjustable tension, and automatic-closing for each door. Hinges: Hager 920P (primed with non-removable hinge pins), or equal, 3 per door.

### Lockset

1. Lockset will meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door, (Lockset will be keyed to Purchaser's key control system requirements).
2. Lever handle both inside and out
3. Either handle operates latch unless outside handle is locked by inside push-button.
4. Push-button will automatically release when inside lever handle is turned or door is closed.
5. Emergency slot on exterior so door can be unlocked from the outside with a coin, screwdriver or similar device.
6. Inside lever always active.
7. U.S. 26D finish.

### Building Descriptions and Features

#### Privacy Locks

All restroom building styles have two lock mechanisms. The first lock is a privacy lock that is operated by the public during use. This lock is incorporated into the entry door handle, can be engaged only from the building interior and requires no key for operation.

#### Windows

1. Window frames will be constructed from steel.
2. Window glazing will be ¼ inch thick translucent LEXAN polycarbonate and pebble finished mar-resistant texture.

#### Drawings



Schweitzer.pdf

No.	Building Descriptions and Features
B	Vault Restroom Buildings (no flush)
1	<b>General Building Specifications</b>  MinimumSpecs-Gener alBldg.docx

<p><b>2</b></p>	<p><b>Vault Design and Liner</b></p> <p>The containment vault shall have an underground storage area that is referenced on the plans and drawings.</p> <ol style="list-style-type: none"> <li>1. Building shall be supported evenly over a steel reinforced concrete waste containment vault. Vault structure is the full length and width of the building and acts as the footing/foundation for the building.</li> <li>2. Each toilet room shall have a separate vault.</li> <li>3. Restroom vaults shall be designed to prevent cross ventilation of odors between toilet rooms.</li> <li>4. Minimum vault size is 1000 gallons.</li> <li>5. Vaults shall incorporate all design aspects of Sweet Smelling Technology as outlined by Briar Cook for the U.S. Forest Service and Fly-Free Design Tanks.</li> <li>6. The waste containment liner material shall be strong enough to resist tears from a pumpers rake when cleaning out diapers, rocks, bottles, etc.</li> <li>7. Vaults with shall be warranted against leaks for a period of seven years into or out of the vault.</li> </ol> <p>Bidder to indicate type of vault bid:</p> <p>ABS Containment Vault Liner:: The concrete vault shall have a one piece, black ABS waste containment liner that shall have a minimum thickness of .06 inch. The vault liner shall be made from a single sheet black ABS/750 virgin plastic and can hold up to 1,000 gallons of waste or 15,000 uses per vault. The vault liner shall have imbeds to attach the liner to the concrete walls of the vault. The initial sheet thickness shall be a minimum .375. Final stamped thickness shall be a minimum .060. The vault liner shall have molded dovetail embeds to attach the liner to the concrete walls of the vault. The vault liner shall have two J-rails to attach the liner to the bottom of the vault.</p> <p>Coated Containment Vault Liner: The vault internal surfaces and the bottom of the building floor will be coated with a two-part thermo setting 100 percent (100%) solids epoxy gel coat along with an applied fiberglass roving. It is to be applied in such a way to seal all surfaces exposed to the generated waste, and meet XXXXXX.</p>
<p><b>3</b></p>	<p><b>Pad Design</b></p> <p>Restroom pads shall extend a minimum 12 inches out from the perimeter walls and a minimum 48 inches out for the front of the unit.</p>
<p><b>4</b></p>	<p><b>Chase Design</b></p> <p>Those units that have a chase shall provide for storage of cleaning supplies and restroom supplies. Chase shall be accessible by an outside lockable exterior door. See Drawing section of IFB for the details per model style.</p>
<p><b>5</b></p>	<p><b>Door Stop</b></p> <p>Door stop will have a cast metal base, U.S. 26D finish with gray rubber 2-3/8" diameter bumper with a 1" projection, meeting ANSI 156.16.</p>
<p><b>6</b></p>	<p><b>Coat Hook</b></p> <p>Double Coat hook will be 304 stainless steel 16 gauge (2.8mm), formed construction with a satin finish and have 3/16"x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" inches from the wall. Lower hook will extend at least 1-1/4" from the wall.</p>
<p><b>7</b></p>	<p><b>Door Sweep</b></p> <p>Door sweep will be provided at the bottom of door and will be an adjustable brush type.</p>

8	<p><b>Vault Vent Pipe</b></p> <p>Vent system shall consist of a 12 inches HDPE vent. This vent will be installed to create an air flow from the vault to 3 inches above the peak of the building's roof must be oriented to take advantage of the solar heating of the black HDPE vent pipe in order to create a thermal draft upward. A permanent wall louver will be installed just above the building floor in close proximity to the toilet to provide an unrestricted air flow. A top flange 15 inches cast iron clean-out with cover will be installed.</p>
9	<p><b>Vault Cleanout Cover</b></p> <p>Plate for vault cleanout cover will be ¼ inch thick diamond plate steel. Cleanout cover frames will be constructed from steel. Lid will be hinged and configured so that it can be locked with a padlock. A gasket will be provided around the entire perimeter of the lid to provide water tight seal and airtight seal. Cleanout access is an adequate size for standard pumping truck service hose.</p>
10	<p><b>Grab bars</b></p> <p>Grab bars will be 18 gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300 pound top loading.</p> <p>Grab bars with safety grip finish, concealed mounting. The grab bars shall be mounted 33 inches above the finished floor.</p>
11	<p><b>Toilet</b></p> <p>Shall be stainless steel with like materials for the seat cover.</p> <p>Toilets shall be design toilet for handicapped use.</p>
12	<p><b>Toilet Paper Dispenser</b></p> <p>Building must include a Washington State ADA compliant toilet paper holder capable of holding three (3) standard rolls of toilet paper (1000 sheet/roll).</p> <p>Dispenser will be constructed of ¼ inch thick steel with an enamel finish or type 304 stainless steel finish.</p> <p>The vandal resistant toilet paper holder should be fastened to the wall in a way that will withstand a 300 pound top loading.</p>
13	<p><b>Signage</b></p> <p>Buildings shall be signed as required.</p> <p>Molded plastic signs with etched surfaces shall have the international handicapped symbol and shall have raised Braille characters. Signage shall comply with ADA requirements.</p> <p>Signs shall be tamper-proof and resistant to weather and sunlight.</p>
14	<p><b>Electrical</b></p> <p>No Electrical Items shall be furnished.</p>
15	<p><b>Drawings (Single Vaults= Gunnison, Cascadian, Rocky Mt.)</b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">   <a href="#">Gunnison.pdf</a> </div> <div style="text-align: center;">   <a href="#">Cascadian.pdf</a> </div> <div style="text-align: center;">   <a href="#">RockyMt.pdf</a> </div> </div> <p><b>(Double Vaults= (Double Cascadian &amp; Double Rocky Mt.)</b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">   <a href="#">DoubleCascadian.pdf</a> </div> <div style="text-align: center;">   <a href="#">DoubleRockyMt.pdf</a> </div> </div>

No.	Building Descriptions and Features
C	Flush Restroom Buildings (no showers)

1	<p><b><u>General Specifications</u></b></p>  <p>MinimumSpecs-Gener alBldg.docx</p>
2	<p><b><u>Pad Design</u></b></p> <p>Restroom pads shall extend a minimum 12 inches out from the perimeter walls and a minimum 48 inches out for the front of the unit.</p>
3	<p><b><u>Chase Design</u></b></p> <p>Those units that have a chase shall provide for storage of cleaning supplies and restroom supplies. Chase shall be accessible by an outside lockable exterior door. See Drawing section of IFB for the details per model style.</p>
4	<p><b><u>Door Stop</u></b></p> <p>Door stop will have a cast metal base, U.S. 26D finish with gray rubber 2-3/8" diameter bumper with a 1" projection, meeting ANSI 156.16.</p>
5	<p><b><u>Coat Hook</u></b></p> <p>Double Coat hook will be 304 stainless steel 16 gauge (2.8mm), formed construction with a satin finish and have 3/16" x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" inches from the wall. Lower hook will extend at least 1-1/4" from the wall.</p>
6	<p><b><u>Door Sweep</u></b></p> <p>Door sweep will be provided at the bottom of door and will be an adjustable brush type.</p>
7	<p><b><u>Grab bars</u></b></p> <p>Grab bars will be 18 gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300 pound top loading.</p> <p>Grab bars with safety grip finish, concealed mounting. The grab bars shall be mounted 33 inches above the finished floor.</p>
8	<p><b><u>Toilet Paper Dispenser</u></b></p> <p>Building must include a Washington State ADA compliant toilet paper holder capable of holding three (3) standard rolls of toilet paper (1000 sheet/roll).</p> <p>Dispenser will be constructed of ¼ inch thick steel with an enamel finish or type 304 stainless steel finish. The vandal resistant toilet paper holder should be fastened to the wall in a way that will withstand a 300 pound top loading.</p>
9	<p><b><u>Signage</u></b></p> <p>Buildings shall be signed as required.</p> <p>Molded plastic signs with etched surfaces shall have the international handicapped symbol and shall have raised Braille characters. Signage shall comply with ADA requirements.</p> <p>Signs shall be tamper-proof and resistant to weather and sunlight.</p>

10	<p><b>Electrical</b></p> <p><b>Ampere Capacity:</b> 100A for 2 and 4 toilet restrooms, and 200A for 4, 6, and 8 toilet restrooms.</p> <p><b>Exterior Lighting and Controls:</b></p> <p>a. Exterior Light Fixture: Rated for wet location and suitable for outdoor use. Accommodate 15W compact fluorescent lamp (lamp provided by Authorized Purchaser). Downlight only to minimize light pollution. Sensor-operated.</p> <p>b. Exterior Light Fixture Control: Photocell-automatically turns exterior lighting on/off based on natural lighting conditions, low voltage, mounts on building exterior, rain-tight plastic enclosure.</p> <p><b>Interior Lighting and Controls:</b></p> <p>a. Interior Light Fixture: Rated for wet location. Accommodate one or two 32-watt, T8 fluorescent tube lamps (lamp provided by Authorized Purchaser), T5HO or LED. Lighting to be sensor-operated with light fixture control below, except in utility room, which shall be controlled by a switch. Recommended light level is 10 footcandles (lumens per square feet).</p> <p>b. Interior Light Fixture Control: Dual-technology (ultrasonic &amp; passive infrared) occupancy sensor. 360-degree coverage, ceiling-mounted, manual on/off capability, immune to RFI, EMI and voltage fluctuations.</p> <p><b>Outlets:</b> GFCI duplex convenience receptacles, 20 Amp, 110 volt; integral ground fault current interrupter; 5 milliamp sensitivity; ivory, white or gray face; Hubbell GF-5262-I or approved equal.</p> <p>All wiring shall be copper and in conduit, surface mounted in the mech/elec room and concealed in the public rooms. All items in the electrical panel shall be labeled.</p> <p><b>Electrical Panel:</b> UL approved, permanently wall-mounted in the utility chase near the door.</p>
11	<p><b>Plumbing</b></p> <p><b>Toilets and Toilet Flush Valve:</b></p> <p><b>Toilets:</b> wall-mounted, stainless steel, ADA-compliant, off-floor wall outlet, elongated bowl, concealed wall supply, siphon jet, punched for hinged-seat toilet, HET (high-efficiency toilet); Acorn Engineering Co. Penal-Ware 1680 or approved equal.</p> <p><b>Toilet Seat:</b> elongated bowl, injection-molded, high-impact plastic, stainless steel fasteners, integrally-molded bumpers, open front, less cover.</p> <p><b>Toilet Flush Valve:</b> concealed, 1.28 gallon per flush valve, ADA-compliant. Sloan Valve Co Royal 143-1.28 or approved equal.</p> <p><b>Urinals and Urinal Flush Valve:</b></p> <p><b>Urinals:</b> Washout urinal, concealed wall supply, ADA-compliant, off-floor wall outlet, continuous flushing rim, flush valve through-wall connection, accommodates low-flow flush valve. Acorn Engineering Co., Penal-Ware 1707 or approved equal.</p> <p><b>Urinal Flushometers:</b> Concealed urinal flush valve, 0.5 gallon per flush, ADA-compliant; Sloan Valve, Royal, 195-0.5 or approved equal.</p> <p><b>Lavatories and Lavatory Faucets:</b></p> <p><b>Lavatory:</b> rectangular bowl, stainless steel, front access, off-floor wall outlet, centered single hole, deck-mounted spout. Acorn Engineering Co., Penal-Ware 1652FALRB or approved equal.</p> <p><b>Lavatory Faucet:</b> Polished chrome-plated single lavatory, slow-closing metering faucet, ADA-compliant, 0.5 gallon per minute, grid drain.</p> <p>Plumbing to be concealed from public spaces and located in chase or mechanical/electrical room.</p>

<b>12</b>	<p><b><u>Drawings</u></b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">   Ozark.pdf </div> <div style="text-align: center;">   montrose.pdf </div> </div>
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No	Building Descriptions and Features
<b>D</b>	<b>Flush Restroom with Shower Buildings</b>
<b>1</b>	<p><b><u>General Building Specifications</u></b></p> <div style="display: flex; align-items: center;">  <div> <p>MinimumSpecs-Gener alBldg.docx</p> </div> </div>
<b>2</b>	<p><b><u>Pad Design</u></b></p> <p>Restroom pads shall extend a minimum 12 inches out from the perimeter walls and a minimum 48 inches out for the front of the unit.</p>
<b>3</b>	<p><b><u>Chase Design</u></b></p> <p>Those units that have a chase shall provide for storage of cleaning supplies and restroom supplies. Chase shall be accessible by an outside lockable exterior door. See Drawing section of IFB for the details per model style.</p>
<b>4</b>	<p><b><u>Door Stop</u></b></p> <p>Door stop will have a cast metal base, U.S. 26D finish with gray rubber 2-3/8" diameter bumper with a 1" projection, meeting ANSI 156.16.</p>
<b>5</b>	<p><b><u>Coat Hook</u></b></p> <p>Double Coat hook will be 304 stainless steel 16 gauge (2.8mm), formed construction with a satin finish and have 3/16"x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" inches from the wall. Lower hook will extend at least 1-1/4" from the wall.</p>
<b>6</b>	<p><b><u>Door Sweep</u></b></p> <p>Door sweep will be provided at the bottom of door and will be an adjustable brush type.</p>
<b>7</b>	<p><b><u>Grab bars</u></b></p> <p>Grab bars will be 18 gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300 pound top loading.</p> <p>Grab bars with safety grip finish, concealed mounting. The grab bars shall be mounted 33 inches above the finished floor.</p>
<b>8</b>	<p><b><u>Toilet Paper Dispenser</u></b></p> <p>Building must include a Washington State ADA compliant toilet paper holder capable of holding three (3) standard rolls of toilet paper (1000 sheet/roll).</p> <p>Dispenser will be constructed of ¼ inch thick steel with an enamel finish or type 304 stainless steel finish. The vandal resistant toilet paper holder should be fastened to the wall in a way that will withstand a 300 pound top loading.</p>

9	<p><b><u>Signage</u></b></p> <p>Buildings shall be signed as required.</p> <p>Molded plastic signs with etched surfaces shall have the international handicapped symbol and shall have raised Braille characters. Signage shall comply with ADA requirements.</p> <p>Signs shall be tamper-proof and resistant to weather and sunlight.</p>
10	<p><b><u>Electrical</u></b></p> <p><b>Ampere Capacity:</b> 100A for 2 and 4 toilet restrooms, and 200A for 4, 6, and 8 toilet restrooms.</p> <p><b>Exterior Lighting and Controls:</b></p> <p>a. Exterior Light Fixture: Rated for wet location and suitable for outdoor use. Accommodate 15W compact fluorescent lamp (lamp provided by Authorized Purchaser). Downlight only to minimize light pollution. Sensor-operated.</p> <p>b. Exterior Light Fixture Control: Photocell-automatically turns exterior lighting on/off based on natural lighting conditions, low voltage, mounts on building exterior, rain-tight plastic enclosure.</p> <p><b>Interior Lighting and Controls:</b></p> <p>a. Interior Light Fixture: Rated for wet location. Accommodate one or two 32-watt, T8 fluorescent tube lamps (lamp provided by Authorized Purchaser), T5HO or LED. Lighting to be sensor-operated with light fixture control below, except in utility room, which shall be controlled by a switch. Recommended light level is 10 footcandles (lumens per square feet).</p> <p>b. Interior Light Fixture Control: Dual-technology (ultrasonic &amp; passive infrared) occupancy sensor. 360-degree coverage, ceiling-mounted, manual on/off capability, immune to RFI, EMI and voltage fluctuations.</p> <p><b>Outlets:</b> GFCI duplex convenience receptacles, 20 Amp, 110 volt; integral ground fault current interrupter; 5 milliamp sensitivity; ivory, white or gray face; Hubbell GF-5262-I or approved equal.</p> <p>All wiring shall be copper and in conduit, surface mounted in the mech/elec room and concealed in the public rooms. All items in the electrical panel shall be labeled.</p> <p><b>Electrical Panel:</b> UL approved, permanently wall-mounted in the utility chase near the door.</p>

**Plumbing****Toilets and Toilet Flush Valve:**

**Toilets:** wall-mounted, stainless steel, ADA-compliant, off-floor wall outlet, elongated bowl, concealed wall supply, siphon jet, punched for hinged-seat toilet, HET (high-efficiency toilet); Acorn Engineering Co. Penal-Ware 1680 or approved equal.

**Toilet Seat:** elongated bowl, injection-molded, high-impact plastic, stainless steel fasteners, integrally-molded bumpers, open front, less cover.

**Toilet Flush Valve:** concealed, 1.28 gallon per flush valve, ADA-compliant. Sloan Valve Co Royal 143-1.28 or approved equal.

**Urinals and Urinal Flush Valve:**

**Urinals:** Washout urinal, concealed wall supply, ADA-compliant, off-floor wall outlet, continuous flushing rim, flush valve through-wall connection, accommodates low-flow flush valve. Acorn Engineering Co., Penal-Ware 1707 or approved equal.

**Urinal Flushometers:** Concealed urinal flush valve, 0.5 gallon per flush, ADA-compliant; Sloan Valve, Royal, 195-0.5 or approved equal.

**Lavatories and Lavatory Faucets:**

**Lavatory:** rectangular bowl, stainless steel, front access, off-floor wall outlet, centered single hole, deck-mounted spout. Acorn Engineering Co., Penal-Ware 1652FALRB or approved equal.

**Lavatory Faucet:** Polished chrome-plated single lavatory, slow-closing metering faucet, ADA-compliant, 0.5 gallon per minute, grid drain.

Plumbing to be concealed from public spaces and located in chase or mechanical/electrical room.

**Shower:** Shower control unit will be 14 gauge 304 stainless steel recessed shower panel with 2.5 gpm flow rate, pressure balancing valve, recessed soap dish and integral stainless steel shower head.

ADA shower control unit will be 14 gauge 304 stainless steel recessed shower panel with 2.5 gpm flow rate, pressure balancing valve, recessed soap dish, high low diverter valve, and high low integral stainless steel shower heads.

(2) 80 gallon high recovery water heater.

Optional electric coin operated shower available.

12	<p><b>Drawings</b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">         navajo.pdf     </div> <div style="text-align: center;">         Gila.pdf     </div> </div>
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No.	Building Descriptions and Features
E	<b>Publications</b>
1	<p><b><u>Maintenance Manual and Materials</u></b></p> <p>Contractor to provide a maintenance manual, replacement parts list, warranties, touch-up paints (gallon per color for concrete surfaces and pint for metal surfaces) and set of building plans will be provided with each delivered unit.</p>
2	<p><b><u>Safety Information</u></b></p> <p>Safety data information (MSDS) must be supplied on all items used in the production and furnishing of this building and foundation. All technical specifications are to be delivered to the Purchaser upon delivery of the building and foundation to the job site.</p>

## **Contract 00213 – Precast Concrete Utility & Restroom Bldg**

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### **Contract and Amendments**

**Awarded contractor(s)**

**Contract and amendments**

**CTX Inc.**



00213a6.doc

**CTX Inc.**



00213a7.doc

**DES Contract Specialist:** John W Allen III  
Master Contracts and Consulting  
(360) 407-8406  
[john.allen@des.wa.gov](mailto:john.allen@des.wa.gov)

**Updated 3-13-15**



## Contract Updates

**Contract Number: 00213**

**PreCast Concrete Utility & Restroom Bldgs**

05-03-2016 :		Amendment 10, which adds a new building configuration has been fully executed and is effective May 1, 2016.
04-28-2016 :		City of Edmonds has requested a new bathroom configuration be added to the existing line of bldgs. We have received the information from CXT and will be doing an amendment to add it to the contract.
04-19-2016 :		Price increase approved to be effective September 1, 2016 and is for 2%.
03-03-2016 :		Received signed amendment 9 from CXT to extend an additional 2 years.
02-22-2016 :		Extension amendment sent to CXT for signature.
02-05-2016 :	<b>CONTRACT EXTENSION STATUS</b>	Sent out BiWeekly bulletin regarding feedback for extension.
12-02-2015 :		Sent Amendment #8 to add Contract language regarding reporting zero sales 12/1/2015, sent fully executed copy to CXT on 12/2/2015.
10-09-2015 :		No new contract activity at this time.
08-19-2015 :		Contract Administrator has been changed to Jennifer Burbage for any questions contact Jennifer at Jennifer.Burbage@des.wa.gov or the Facilities, Grounds and Rec Team at FacilitGroundRec@des.wa.gov. The contract Portal Page documents were updated 8.19.15.
03-13-2015 :	<b>CONTRACT EXTENSION STATUS</b>	Effective 03/12/2015: The contract amendment #7 has been extended through 09/14/16. All terms, conditions, specifications and pricing will remain the same.
03-12-2015 :	<b>PRICE ADJUSTMENT</b>	EFFECTIVE 01/22/2015 Amendment #6 The contractor, CXT, has been approved for a 4% increase on their current contract. All the pricing on the CCI reflect the 4% increase.
01-22-2015 :	<b>CONTRACT CHANGE</b>	EFFECTIVE 01/22/2015 Amendment #5 Add-on items now available on contract see Category F Item 34- Rigid insulation walls and roof with fire retardant 3/4" plywood two coats fire

		retardant paint Item 35- Forced air heater with built in thermostat.
12-31-2014 :	<b>CONTRACT EXTENSION STATUS</b>	Contract extension process to begin promptly, with an extension date to occur April 2015 to ensure extension is in place prior to current term's expiration. I am obtaining customer feedback via vendor report card please have your feedbacks completed and submitted my 1/15/2015. Broadcast is being issued and key Contract users contacted. Interested customers should contact John Allen at (360)407-8406 or email at john.allen@des.wa.gov
12-16-2013 :	<b>CONTRACT STATUS</b>	Effective 12/16/13, new flush bathroom models (Cheyenne and Taos) are added to the contract.
10-04-2013 :	<b>CONTRACT CHANGE</b>	Effective 9/30/13, urinal options have been removed from all vault restroom models.
05-13-2013 :	<b>CONTRACT CHANGE</b>	EFFECTIVE 5/9/13 - New 2-stall flush models added to Contract - New "no-cost" and "added-cost" options available depending on model
04-22-2013 :		CXT has proposed adding numerous items that were on the previous contract due to customer demand. He is unclear why they were not included on the new contract.
04-10-2013 :		Awarded to CXT effective April 15, 2013
04-05-2013 :		Proposed Contract Award with applicable documentation provided to UM, Cheral Jones for review/approval
04-01-2013 :		IFB closed March 21, 2013. One bid was recieved and after evaluation, considered responsive



## Contract 00213 – Pre-Cast Concrete Vaulted Restroom and Utility Buildings

### Contract and Amendments

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<b>Awarded contractor(s)</b>
<b>CXT Precast Concrete Products, Inc.</b>
<b>Contract</b>  00213 CXT Contract award.pdf

#### **Amendments:**

<b>Amendment 1-Items Addition</b>  00213A1.pdf
<b>Amendment 2-To add Management Fee</b>  00213A2.pdf
<b>Amendment 3-Remove option to add urinals from all vault restrooms models</b>  00213A3.pdf

**Amendment 4-Items Addition**



00213A4.pdf

**Amendment 5-Items Addition**



00213A5.pdf

**Amendment 6-4% Increase**



00213A6.pdf

**Amendment 7-Extension**



00213A7.pdf

**Amendment 8 – Contract Sales Reporting**



00213A8.pdf

**Amendment 9- Extension**



00213A9  
executed.pdf

**DES Contract Specialist:** John W Allen III  
Master Contracts and Consulting  
(360) 407-8406  
[john.allen@des.wa.gov](mailto:john.allen@des.wa.gov)

**00213 -- Precast Concrete Restroom Utility Building  
Bid Tab**

	Pts Available	CXT Precast Buildings						
<b>Cost</b>	<b>300</b>							
Company Profile (75 points)	75	75.00						
Staffing (75 points)	75	75.00						
Product Management (75 points)	75	75.00						
Customer Service (75 points)	75	75.00						
<b>Total Non-Cost Scores</b>		<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Scores</b>		<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Ranking</b>	
CXT Precast Concrete Restroom & Utility Buildings	<b>1</b>

## **Contract 00213- Pre-Cast Concrete Vaulted Restroom and Utility Buildings**

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### **Pricing and Ordering**

**Contractors:** **CXT Precast Concrete Products, Inc.**

- Contacts and ordering pages 1-2
- Pricing excel attachment page 2

#### **Contractor information**

**Contractor:** CXT Precast Concrete Products, Inc.  
3808 N. Sullivan Rd., Bldg. #7  
Spokane, WA 99216

**Contact:** Eric Kuester

**Cell Phone:** (509) 994-9900

**Phone:** (509) 892-3255

**Toll Free:** (800) 696-5766

**Fax:** (509) 928-8270

**Email:** [ekuester@lbfoster.com](mailto:ekuester@lbfoster.com)

**Alternate Contact:** James Alexander

**Cell Phone:** (509) 435-6747

**Phone:** (509) 928-8270

**Web catalog address:** [www.cxtinc.com](http://www.cxtinc.com)

**Fax:** (509) 928-8270

**Email:** [jalexandaer@cxtinc.com](mailto:jalexandaer@cxtinc.com)

**Territory:** Washington, Oregon

**Federal ID No.** 91-1498605

**Term contract worth:** \$1,250,000/2 years

**Payment address:** 3808 N. Sullivan, Rd. #7 Spokane, WA 98216

**Order placement Contact:** 3808 N. Sullivan, Rd. #7 Spokane, WA 98216

**Credit card acceptance:** Visa or MasterCard

**Credit card charge:** None

**Minimum orders:** None

**Delivery time:** 60 Days After Receipt of Order (ARO)

**Payment terms:** Net 30 days

**Shipping destination:** Free on board (FOB) destination

**Freight:** Prepaid and included for three cases or more. For orders under the three-case



## Contract 00213 – Precast Concrete Restrooms & Utility Buildings

### Contract Amendment

**Date Issued:** 03/10/2015

**Effective Date:** On DES Countersignature

**Amendment Number:** 06

**Contractor Name:** CXT, Inc.

This Contract Amendment is issued under the provisions of WA State Contract 00213. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

### Purpose of Amendment

- (1) The contractor, CXT, has been approved for a 4% increase on their current contract. All the pricing on the CCI reflect the 4% increase. CXT has had no previous price increases to contract #00213 since the contract inception in April 2013.**

### Authorizing Signatures

#### For Contractor:

**Eric Kuester, CXT, Inc.**  
509-892-3255  
3808 N. Sullivan Rd., Bldg. #7  
Spokane, WA 99216  
[ekuester@lbfoster.com](mailto:ekuester@lbfoster.com)

Signature \_\_\_\_\_  
Date \_\_\_\_\_

#### For State of Washington:

**John Allen, DES Master Contracts and Consulting (MCC)**  
(360) 407-8406  
PO Box 41408  
Olympia, WA 98504-1408  
[john.allen@des.wa.gov](mailto:john.allen@des.wa.gov)

Signature \_\_\_\_\_  
Date \_\_\_\_\_

#### MCC Authorizing Manager:

Signature \_\_\_\_\_  
Date \_\_\_\_\_

## **Contract 00213 – Precast Concrete Restrooms & Utility Buildings**

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### **Contract Amendment**

**Date Issued:** 03/11/2015

**Effective Date:** On DES Countersignature

**Amendment Number:** 07

**Contractor Name:** CXT, Inc.

This Contract Amendment is issued under the provisions of WA State Contract 00213. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

### **Purpose of Amendment**

1. Amendment #07, in agreement with the Contract, contractor CXT, Inc. and DES extend Contract #00213- Precast Concrete Restrooms & Utility Buildings for an additional 18 months, term dates are 04/13/15 to 09/14/16.

### **Authorizing Signatures**

**For Contractor:**

**Eric Kuester**, CXT, Inc.

509-892-3255

3808 N. Sullivan Rd., Bldg. #7

Spokane, WA 99216

[ekuester@lbfoster.com](mailto:ekuester@lbfoster.com)

Signature \_\_\_\_\_

Date \_\_\_\_\_

**For State of Washington:**

**John Allen**, DES Master Contracts and Consulting (MCC)

(360) 407-8406

PO Box 41408

Olympia, WA 98504-1408

[john.allen@des.wa.gov](mailto:john.allen@des.wa.gov)

Signature \_\_\_\_\_

Date \_\_\_\_\_

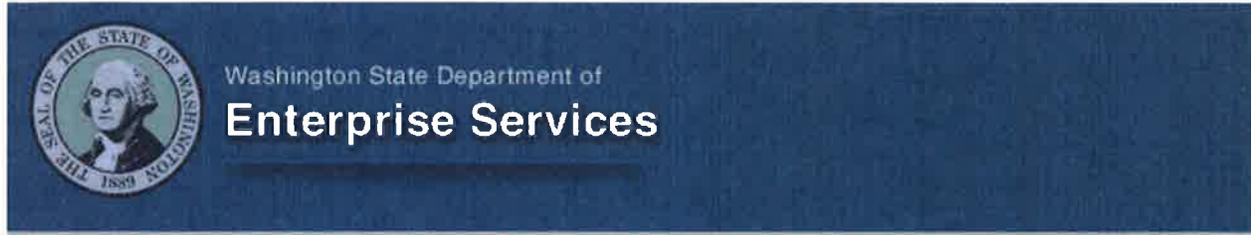
**MCC Authorizing Manager:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A

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### Invitation for Bid (IFB) 00213

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#### PreCast Concrete Restroom and Utility Buildings

The Washington State Department of Enterprise Services (DES) issues this Invitation for Bid (IFB) under the authority of the Revised Code of Washington (RCW) [39.26](#). DES reserves the right to modify dates and times. Any changes will be sent electronically as Amendments to all users of Washington's Electronic Business Solution (WEBS) who downloaded this IFB.

To request this information in alternative formats call (360) 902-7400

Bids Are Due ..... March 14, 2013, 2:00pm

Pre-Bid Meeting ..... March 7, 2013, 9:00 AM  
1500 Jefferson St. SE, Room 2330  
Olympia, WA  
[Directions/Parking](#)

Procurement Coordinator ..... LeAnna Sandy  
360-407-9408  
[leanna.sandy@des.wa.gov](mailto:leanna.sandy@des.wa.gov)

Deliver Bids to ..... Washington State Department of Enterprise Services (DES)  
1500 Jefferson St. SE  
Olympia, WA 98501

Attention: Bid Clerk, Master Contracts & Consulting Unit

**IMPORTANT:** Bids must be delivered in a sealed package and should have the following information on the outside:

- IFB Number
- Bid Due Date and Time
- Procurement Coordinator's Name
- Bidder's Company Name & Address

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## 1 SUMMARY OF OPPORTUNITY

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### 1.1 PURPOSE OF THE IFB

The purpose of this IFB is to replace contract 05706, for state wide availability, of Pre-engineered, Pre-fabricated and Pre-cast Concrete Buildings for use as Utility and Restroom Buildings. Building designs are to be attractive, low maintenance, vandal resistant and suitable for a variety of climates and settings. The following categories are included:

- A. Utility Buildings
- B. Vault Restrooms
- C. Flush Restrooms
- D. Flush with Shower Restrooms
- E. Maintenance and Periodicals.

### 1.2 PURCHASERS

The Contract is for use by all members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations. The primary users of this Contract are the Washington State Department of Fish and Wildlife (DFW), the Parks and Recreation Commission, the Department of Transportation, the Department of Natural Resources (DNR), and several municipalities.

The Contract is be available for use by Oregon Cooperative Purchasing Program (ORCPP).

While use of the Contract by Political Subdivisions and Non-Profit Corporations that are members of the WSPC and ORCPP members is optional, DES encourages them to use our Contracts. Their use of the Contracts may significantly increase the purchase volume. Their orders are subject to the same Contract terms, conditions and pricing as state agencies. DES accepts no responsibility for orders or payment by WSPC, DASCPP or ORCPP members.

WSPC members: <https://fortress.wa.gov/ga/apps/coop/Default.aspx>

ORCPP members: <http://oregon.gov/DAS/EGS/PS/docs/orcpp/orcpp-member-list.pdf>

### 1.3 CONTRACT TERM

The initial term of the Contract will be two (2) years after the effective date of the Contract with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of DES. The total Contract term, including the initial term and all extensions, will not exceed eight (8) years unless circumstances require a special extension. DES reserves the right to extend with all or some of the Contractors.

#### 1.4 ESTIMATED USAGE

Purchases over the initial 2-year term of the Contract could approximate \$1,250,000. Estimates are based on past and/or projected usage and are provided solely for assisting Bidders in preparing their Bids. Orders will be placed only on an as-needed basis.

**DES does not represent or guarantee any minimum purchase. Awarded vendor(s) accepts the risk of zero sales.**

#### 1.5 CONTRACTOR PERFORMANCE

**General Requirements:** The State, in conjunction with other purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in Evaluation and Award of this and all future Contracts. Purchasers will be provided with product/service performance report forms.

**Performance Requirements:** The Purchaser has an immediate requirement for the services specified herein. Bidder is urged to give careful consideration to the service specifications and requirements contained herein and Bidder's ability to meet service deadlines.

**Cost of Remedying Defects:** All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials will be charged against the Contractor. The state reserves the right to require Contractor to repair all damages or provides full compensation as determined by the state.

## 2 IFB OVERVIEW

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### 2.1 ANNOUNCEMENT AND SPECIAL INFORMATION

The IFB, its Appendices, Attachments, Amendments and any incorporated documents will comprise the entire IFB which will become the resulting Contract between DES and the awarded Contractor when it is countersigned by DES.

By responding to this IFB, a Bidder acknowledges having read and understood the entire IFB and accepts all information contained within the IFB without modification.

**NOTE:** The Competitive Procurement Standards is an Appendix to this IFB which consists of general provisions and terms for Solicitations issued by DES. Should a term within the Competitive Procurement Standards conflict with a term elsewhere in the IFB, the latter will prevail.

### 2.2 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

- Properly registering with Washington's Electronic Business Solution (WEBS), and maintaining an accurate Vendor profile in WEBS.
- Downloading the IFB packet consisting of the IFB, all Appendices, and incorporated documents related to the IFB for which you are interested in Bidding.

- Downloading all current and subsequent Amendments to the IFB to ensure receipt of all IFB documents.

Notification of Amendments to the IFB will only be provided to those vendors who have registered with WEBS and have downloaded the IFB from WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information to Bid.

### **2.3 IFB AMENDMENTS**

Prior to the Bid due date and time, DES reserves the right to change portions of this IFB. All changes will be issued in writing by DES as an Amendment and incorporated into the IFB. If there is any conflict between Amendments, or between an Amendment and the IFB, the document issued last in time will be controlling. Only Bidders who have properly registered and downloaded the original IFB directly via WEBS will receive notification of Amendments and other correspondence pertinent to the procurement.

### **2.4 BIDDER COMMUNICATION RESPONSIBILITIES**

During the IFB process, all Bidder communications concerning this IFB must be directed to the Procurement Coordinator. Unauthorized contact regarding this IFB with other state employees involved with the IFB may result in disqualification. All oral communications will be considered unofficial and non-binding on DES. Bidders should rely only on written Amendments issued by the Procurement Coordinator.

Bidders are responsible for communicating inquiries concerning the IFB to the Procurement Coordinator as soon as possible.

If Bidder inquiries result in changes to the IFB, written amendments will be issued and posted on WEBS.

### **2.5 BIDDER RESPONSIVENESS**

Bidders are to respond to each question/requirement, for the single or multiple categories bidding on within this IFB. Failure to comply with any applicable item may result in disqualification for non-responsiveness. Failure to be able to service entire state for any category will also result in disqualification for non-responsiveness.

DES reserves the right to determine the actual level of Bidders' compliance with the requirements specified in this IFB and to waive informalities in a Bid. An informality is an immaterial variation from the exact requirements of the competitive IFB, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders (See RCW 39.26 or WAC 200-300-015(18)).

### **2.6 PRICING**

Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this IFB. Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

The proposed pricing levels should reflect the market provided by the Contract resulting from this IFB.

Pricing shall be FOB Destination, freight prepaid and included. Bidder shall submit pricing for the category they are bidding. Bidders may bid any number of or all categories.

## 2.7 MANAGEMENT FEE

Contractor shall pay a Management Fee of .75% (three quarters of one percent) to the Washington State Department of Enterprise Services (DES) on all state of Washington contract sales. This provision does not include or supersede fee terms owed to other entities such as the Western States Contracting Alliance (WSCA), National Association of State Procurement Officials (NASPO), or governmental entities other than the state of Washington.

DES may increase, decrease, or eliminate the Management Fee by way of written notification to the Contractor. Management Fee must be rolled into the Contractor's current pricing, not as a separate line, nor shall it be shown as a separate line item on the invoice. Any adjustments to the management fee shall be reflected in contract pricing commensurate with the adjustment. The state reserves the right to negotiate contract pricing with the contractor when the management fee results in an increase. DES Management Fee written notifications shall become effective for new purchases or new change orders to existing purchases 30 calendar days after notification unless DES grants additional time.

The Management Fee shall be paid quarterly (based on usage reported), no later than 45 days after the close of the calendar quarter (i.e., no later than 45 days after April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup> and January 31<sup>st</sup>), on all contract purchases. Payments received under this Contract shall be less any taxes, returns, credits or adjustments. Payment must reference the Contract number, Work Request Number (if applicable) and the year and quarter for which the Management Fee is being remitted and be sent to:

Name:	State of Washington, Dept. of Enterprise Services Finance Dept: Tabitha Glover
Address:	1500 Jefferson Street P.O. 41411 Olympia WA 98504-1411

## 2.8 PAYMENT TERMS

Please indicate which Prompt Payment Terms will be offered in the Price Sheet Appendix. Prompt payment discounts for thirty (30) days or more will receive consideration and Bid pricing will be reduced (for evaluation purposes only) by the amount of the discount.

## **2.9 NON-ENDORSEMENT & PUBLICITY**

In selecting a Bidder to supply goods and purchased services specified herein to contract Purchasers, neither DES nor the Purchasers are endorsing the Bidder's goods and purchased services, nor suggesting that they are the best or only solution to their needs.

## **2.10 NO COSTS OR CHARGES**

Costs or charges under the proposed Contract incurred before a Contract is fully executed will be the sole responsibility of the Bidder.

## **2.11 BEST AND FINAL OFFER**

DES reserves the right to make an Award with or without further discussion of the Bid submitted; i.e., there may or may not be a best and final offer request. Even with consideration of possible best and final offer, the Bid should be submitted on the most favorable terms that a Bidder intends to offer.

## **2.12 ECONOMIC AND ENVIRONMENTAL GOALS**

In support of the state's economic and environmental goals, although not an Award factor (unless otherwise specified herein), Bidders are encouraged to consider the following in responding to this IFB:

- Support for a diverse supplier pool, including small, Minority and Women-Owned Business Enterprises (MWBE), voluntary numerical goals WBE 2% and/or MBE 4% have been established for this IFB. Achievement of these goals is encouraged whether directly or through Subcontractors. Bidders may contact the Office of Minority and Women's Business Enterprise to obtain information on certified firms or to become certified.
- Use of environmentally preferable goods and services to include post consumer waste and recycled content.
- Products made or grown in Washington.

# **3 PREPARATION OF BIDS**

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## **3.1 PRE-BID MEETING**

An optional pre-bid meeting to address IFB requirements will be held at the time and location indicated on the cover page. While attendance is not mandatory, Bidders are encouraged to attend and participate. The purpose of the pre-bid meeting is to clarify the IFB as needed and raise any issues or concerns, especially those of the vendor community. If interpretations, specifications, or other changes to the IFB are required as a result of the meeting, the Procurement Coordinator will post an Amendment on WEBS.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement by contacting the Procurement Coordinator identified on the cover page.

### 3.2 BID SUBMITTALS (CHECKLIST)

The following checklist identifies the submittals which will comprise a Bid. Any Bid received without a REQUIRED submittal may be rejected as being non-responsive. Please identify each page of the submittals, as well as any supplemental materials with your company name or other identifiable company mark.

- Signature (REQUIRED):** Complete, print, sign and return the [Authorized Offer & Contract Signature Page](#) as instructed. DES prefers blue ink.
- Minimum Requirements for each category:** [Category A = Utility Buildings, Category B = Vaulted Restrooms, Category C = Flush Restrooms, Category D = Flush & Shower Restrooms, Category E = Periodicals/Maintenance](#)
- Price Sheet (REQUIRED):** Complete, print, and return a copy of the [Price Sheet Appendix](#) as instructed.
- Bidder Profile (REQUIRED):** Complete and return a copy of the [Bidder Profile Appendix](#) as instructed.
- Non-Cost Answers (REQUIRED):** Bidders shall answer all questions listed in the Non-Cost Questions Appendix. Bidders may submit up to two (2) pages in total.
- 1 Original hard Copy, 2 additional copies and 1 electronic copy of Bid Submittals**

### 3.3 FORMAT

In a sealed bid, Bidder(s) shall submit one (1) original hard copy and three (3) additional copies of bid submittals. Hard copy Bids must be legible and completed in ink or with an electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. All changes and/or erasures shall be initialed in ink. Unsigned Bids will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Bid, such as a signed cover letter. Incomplete or illegible Bids may be rejected. Bidders are highly encouraged to refrain from submitting bids in 3ring binders and/or other non-recyclable materials/bindings.

### 3.4 ELECTRONIC COPIES

Please include electronic copies of all hard copy submittals on CD or USB flash drive. DES prefers the same file format(s) as the format(s) used to create the submittals (i.e. MS Word, Excel) unless written information is included as a part of the submittal, such as a signature. For submittals with written information or copies of other documents such as licenses, please submit as a pdf. Should a hard copy and an electronic copy conflict, the hard copy will prevail.

### 3.5 DUE DATE AND TIME

Bid packages must be received on or before the due date and time at the location specified on the cover page. Time of receipt will be determined by the official time stamp located at DES.

If a Bid is late or received at a location other than that specified it will be rejected. In the event the official time clock is unavailable, the Bid Clerk will establish the official time and take reasonable steps to ensure the integrity of the Bid receipt is preserved.

### 3.6 BID OPENING

After the Bid due date and time, the Bid Clerk will open and process sealed Bids protecting the confidentiality of the contents. The names of the Bidders will be recorded and made available upon request. Bid contents will not be available for public view until after the Contract has been awarded (RCW 39.26).

## 4 EVALUATION AND AWARD

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### 4.1 GENERAL PROVISIONS

- Contract Award will be based on the evaluation and Award criteria established herein and will be subject to consideration of all factors identified in RCW 39.26 and WAC 200-300 and other criteria identified in the IFB.
- Bidders whose Bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.
- To aid in the evaluation process, after the Bid due date and time, DES may require individual Bidders to appear at a date, time and place determined by DES for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature of Contractual requirements. In no manner shall such action be construed as negotiations or an indication of DES's intention to Award.
- **DES reserves the right to:** (1) Waive any informality; (2) Reject any or all Bids, or portions thereof; (3) Accept any portion of the items Bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel an IFB and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Bid can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.
- **Preferences and Penalties:** Preferences and penalties that are required by law, rule, or IFB will be applied to Bid pricing. Some preferences and penalties may be added by contract language and could be applied to Bid pricing. A preference reduces the Bidder's stated price by the amount of the preference and is an advantage to the Bidder. A penalty increases the Bidder's stated price by the amount of the penalty and is a disadvantage to the Bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes.
- **References:** DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness; any negative or unsatisfactory response may be

an adequate reason for rejecting a Bidder as non-responsible and unable to suit the needs of the state. DES reserves the right to waive the reference check. Bidders deemed non-responsible may be rejected.

#### **4.2 DETERMINATION OF RESPONSIVENESS**

Bids will be reviewed initially on a pass/fail basis to determine compliance with administrative requirements as specified herein.

DES reserves the right to determine at its sole discretion whether a Bidder's response to a minimum IFB requirement is sufficient to pass. However, if all Bidders fail to meet any single IFB requirement, DES may reject all Bids and cancel the IFB or waive the requirement from the IFB's requirements for responsiveness.

Responsive Bids will be further evaluated based on the requirements in this IFB.

#### **4.3 DETERMINATION OF RESPONSIBILITY**

During evaluation, DES reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's Subcontractor's facilities. Failure to respond to said request(s) may result in a Bid being rejected as non-responsive.

#### **4.4 NON-COST EVALUATION**

Bidders shall respond to the non-cost requirements listed in the Appendix for Non-Cost Questions. Evaluators will review the responses to the non-cost questions and score them accordingly. There are 300 total non-cost points available.

DES may assemble and preside over an evaluation committee responsible for reviewing and scoring the "non-cost submittal". Committee members may be substituted and/or the evaluation committee may be disbanded and reconstituted.

The committee will score the "non-cost submittal" consistent with their values. The committee members will primarily focus on the considerations stated in the IFB.

In addition to presiding over the evaluation committee, the Procurement Coordinator may review the "non-cost submittal", provide input, assemble evaluation aids, or perform other functions helpful to the evaluation committee. The committee may engage in a free flow of discussion with other committee members and the Procurement Coordinator prior to, during, and after the evaluation.

The scoring of the questions may be performed in isolation or together as a group, or a combination of both. Each committee member will score the responses to each question by assigning non-cost points utilizing the point system identified below which has been established in accordance with primary stakeholder considerations.

Committee members can assign up to three (3) points for each question asked (total up to 12 points). Members will sum the scores from all questions, divide the total by four (4) and then

multiply by 100. This will be the total score from each committee member. The scores will then be averaged together for a final non-cost score.

Example: Bidder A Score = 10 (out of 12) divided by 4 = 2.5 multiplied by 100 = 250. 250 would be the total points from one committee member. That score combined and averaged with the other committee members scores (275, 200, 250, and 300) = 256.25. 256.25 is the total Non-cost points for Bidder A.

The non-cost points assigned for each bidder will remain the same for each Category bid.

#### **4.5 PRICE EVALUATION**

##### **CATEGORIES: UTILITY, VAULT, FLUSH AND FLUSH WITH SHOWER:**

Pricing will be evaluated from responsive Bids and points will be calculated as follows:

- a. The Bids will first be divided by Category.
- b. Each Category will be evaluated separately.
- c. The Procurement Coordinator will take the bid prices from the Bidders Price Sheet to complete the Cost Evaluation Worksheet. The quantities listed in the Cost Evaluation Worksheet are for evaluation purposes only and are not intended to convey actual future usage.
- d. The Unit Prices provided by the bidder in the Price Sheet will be multiplied by the Quantity listed on the Cost Evaluation Worksheet and summed together for an Extended Total. (Unit Price x Qty= Extended Total).
- e. Line items for Installation and Mileage will be included in the cost evaluation analysis.
- f. The responsive and responsible Bidder with lowest evaluated price (considering prompt payments, reciprocity discounts or penalties) for each Category, A through D, will receive 700 price points. The remaining Bidders will receive a proportionately fewer number of cost points based upon the lowest Bid, using the following formula:

Low Bid divided by the higher bids multiplied by number of available points (700) equals the price points to be assigned to the higher Bids. \* Note the result of the division in the above formula will be rounded to two places to the right of the decimal point using standard rounding method.

##### **CATEGORY: MAINTENANCE:**

Pricing will be evaluated from responsive Bids and points will be calculated as follows:

- a. The Bids will first be divided by Category.
- b. Each Category will be evaluated separately.

- c. The Procurement Coordinator will take the bid prices from the Bidders Price Sheet to complete the Cost Evaluation Worksheet.
- d. The List Prices provided by the bidder in the Price Sheet will be multiplied by the % Discount provided by the bidder in the Price Sheet, to calculate the proposed cost. The Procurement Coordinator will place these figures on the Cost Evaluation Worksheet and sum together the proposed cost column for an Extended Total. (List Price x % Discount= Proposed Price + all other Proposed Pricing in Category E = Total).
- e. The responsive and responsible Bidder with lowest evaluated price (considering prompt payments, reciprocity discounts or penalties), for Category E, will receive 700 price points. The remaining Bidders will receive a proportionately fewer number of cost points based upon the lowest Bid, using the following formula:

Low Bid divided by the higher bids multiplied by number of available points (700) equals the price points to be assigned to the higher Bids. \* Note the result of the division in the above formula will be rounded to two places to the right of the decimal point using standard rounding method.

#### **4.6 SCORING**

There is 1,000 points possible for each Category (300 non-cost and 700 cost points). Bidders non-cost scores will be combined with their cost score for a total number of points per Category.

#### **4.7 SELECTION OF APPARENT SUCCESSFUL BIDDER**

The responsive and responsible Bidder who meets all of the IFB requirements and receives the highest evaluation point total for each Service Area will be the Apparent Successful Bidder.

Prior to the Award, DES may negotiate with an Apparent Successful Bidder to determine if a Bid can be improved.

Designation as an Apparent Successful Bidder does not imply that DES will issue an Award to your firm. It merely suggests that at this moment in time, DES believes your bid to be responsive. This designation allows DES to perform a responsibility analysis and ask for additional documentation. DES is also at liberty to re-review and determine whether the bid is truly responsive as initially believed. The Bidder must not construe this as an Award, impending Award, attempt to negotiate, etc. If you act or fail to act in reliance of this notification, you do so at your own risk and expense.

#### **4.8 INTENT TO AWARD**

DES will notify all Bidders of its intent to Award to the Apparent Successful Bidder through an Intent to Award notification prior to the actual Award. This notification is usually communicated by a means outside of the WEBS notification system.

DES may proceed with the Award no sooner than three business days following the Intent to Award notification (for debrief purposes).

#### 4.9 DEBRIEF

The request for a debriefing conference must be made by Electronic mail and received by the Solicitation Coordinator within three (3) business days after receipt of Notification of the Apparent Successful Vendors. The debriefing will be held at a time mutually agreed to between the parties. Requests must be made to the Solicitation Coordinator listed on the Solicitation Cover Sheet. Debriefing requests made to any party other than the Solicitation Coordinator shall be deemed unofficial and have no legal bearing on this Solicitation and subsequent contracts. All Vendors that submit proposals may request a debriefing conference.

#### 4.10 COMPLAINT AND PROTEST PROCEDURES (GET LANGUAGE FROM MICHAEL)

Complaints, Issues or concerns not resolved to the satisfaction of a vendor during the normal question and answer period or a prebid conference may be addressed through the formal complaint process as follows:

##### Criteria for a Complaint

A formal complaint may be based only on one or more of the following grounds:

- the solicitation unnecessarily restricts competition;
- the solicitation evaluation or scoring process is unfair or flawed; or
- the solicitation requirements are inadequate or insufficient to prepare a response.

##### Initiating a Complaint

A complaint must:

- be submitted and received by the Procurement Coordinator **not less than five (5) business days prior to the deadline for bid submission** otherwise an untimely complaint may be rejected without further consideration at the discretion of the agency; and
- be in writing (see *Form and Substance* below).

A complaint should:

- clearly articulate the basis of the complaint consistent with the compliant criteria; and
- include a proposed remedy.

##### Response

Upon receipt of a timely complaint, the Procurement Coordinator or designee will consider all the facts available and respond in writing prior to the deadline for bid submissions.

The Procurement Coordinator shall promptly post the response to a timely complaint on WEBS.

##### Response Final

The agency response to the complaint is final and not subject to administrative appeal.

**Issues raised in a complaint may not be raised again during the protest period.**

### **Protest**

Protests may be made after DES has announced the Apparent Successful Bidder(s) and after the protesting Bidder has had a debriefing conference with DES. Protests must be made within five business days after the debriefing conference and may be made on only these grounds:

- bias, discrimination, or conflict of interest on the part of an evaluator;
- error in computing the scores; or
- non-compliance with any procedures described in the solicitation document.

Protests are made to the Solicitation Coordinator. The protest letter must be signed by a person authorized to bind the Bidder to a contractual relationship. DES must receive the written protest within five (5) Business days after receiving the debriefing conference. DES shall also postpone further steps in the acquisition process until the protest has been resolved.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Bidder and all other relevant facts known to DES. DES must deliver its written decision to the protesting Bidder within ten (10) Business Days after receiving the protest, unless more time is needed. The protesting bidder will be notified if additional time is necessary. There is no opportunity for appeal.

### **4.11 AWARD**

An Award will be made the highest scoring bidder for each service area. As a result, multiple Bidders may be awarded.

An Award, in part or full, is made by DES signature on the signature page ([Authorized Offer and Contract Signature Page](#)). DES may include an Award Letter which further defines the Award and is included by reference in the Contract.

DES reserves the right to Award on an All or Nothing consolidated basis.

Following the Award, all Bidders will receive a Notice of Award; usually through a WEBS notification.

### **4.12 BID INFORMATION AVAILABILITY AFTER AWARD**

After the Contract has been awarded, information regarding results of the IFB may be obtained by accessing [www.des.wa.gov](http://www.des.wa.gov) and/or contacting the Procurement Coordinator.

## 5 CONTRACT INFORMATION

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### 5.1 THE CONTRACT

A Bid submitted to this IFB is an offer to Contract with DES.

A Bid becomes a Contract only when awarded and accepted in writing by DES (when the Authorized Offer & Contract Signature Page is countersigned by DES).

The documents listed below are, by this reference, incorporated into a Contract resulting from this IFB as though fully set forth herein. No other statements or representations, written or oral, shall be deemed a part of the Contract.

- a. The IFB
- b. The awarded Vendor/Contractor's Bid
- c. All Appendices
- d. IFB Amendments (if applicable)
- e. Award Letter

### 5.2 ORDER OF PRECEDENCE, CONFLICT AND CONFORMITY

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable Federal and state of Washington statutes and regulations
- b. Mutually agreed written Amendments to the resulting Contract
- c. The Contract, including all documents incorporated in the subsection immediately above.

Conflict: To the extent possible, the terms of the Contract shall be read consistently.

Conformity: If any provision of the Contract violates any Federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

### 5.3 PARTIES

This Contract is entered into by and between the state of Washington, acting by and through DES and the awarded Contractor with the parties more fully described in the Authorized Offer and Contract Signature Page below.

### 5.4 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

### 5.5 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this Contract signed by each party, for all purposes.

## 5.6 CHANGES

DES reserves the right to modify the resulting Contract (including but not limited to adding or deleting products) by mutual agreement between DES and the Contractor. Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually-agreed Contract Amendment by DES. However, changes to point of contact information may be updated without the issuance of a mutually-agreed Contract Amendment.

## 5.7 PRICE ADJUSTMENTS

### 5.7.1 Firm and Fixed Period

Pricing will remain firm and fixed for at least 365 calendar days after the effective date of the Contract.

### 5.7.2 Price Protection

The Contract prices are the maximum prices the Contractor may charge.

If lower pricing for similar quantities becomes effective for the Contractor, Purchasers must be given immediate benefit of such lower pricing. The Contractor may also offer volume and promotional discounts.

Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by the Contractor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this Contract, the Contractor enters into Contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this Contract, the Contractor is obligated to provide the same to Purchasers for subsequent purchases, and DES will be notified of changes in Contract pricing.

### 5.7.3 Price Increases

The Contractor may propose price increases by written notice to the Contract Administrator. Price increases are to be on a pass-through basis only and shall not produce a higher profit margin for the Contractor than that established by original Contract pricing. Requests must be received 30 days in advance of effective date of price increase and include supporting documentation such as price increases at the Manufacturer's level and/or other documentation of cost increases.

Consideration of price increases shall be at the sole discretion of the Contract Administrator. If a price increase is approved, in-part or in-full, the resulting new Contract pricing will be implemented through a Contract Amendment and will remain unchanged for at least 365 calendar days thereafter.

NOTE: Price increases (if any) will only be implemented after expiration of the specified firm and fixed price period.

### 5.7.4 Contract Extensions and Price Adjustments

Contractors may not make Contract extensions contingent on price adjustments.

#### **5.8 MISCELLANEOUS EXPENSES**

Expenses related to day-to-day Contract performance (including but not limited to: travel, lodging, meals, and incidentals) will not be reimbursed to the Contractor. However, it is recognized that there may be occasions when the Contractor may be required by the Purchaser to incur additional expenses such as travel. In such instances, the Purchaser must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement shall be at rates not to exceed those specified in the guidelines for state employees published by the Washington State Office of Financial Management set forth in the Washington State Administrative and Accounting Manual, and may not exceed expenses actually incurred.

## APPENDICES

Reminder: By responding to this IFB, a Bidder acknowledges reading, understanding, and accepting all information contained within the entire IFB without modification.

Competitive Procurement Standards (CPS) .....	 CPS
Special Terms & Conditions.....	 Special Terms & Conditions
Minimum Requirements .....	 CategoryA.docx    CategoryB.docx      CategoryC.docx    CaegoryD.docx      CategoryE.docx
Non-Cost Questions & Evaluation Form	 NonCost.doc
Price Sheet .....	 PriceSheet.doc
Bidder Profile.....	 Bidder Profile

## CERTIFICATIONS & ASSURANCES

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We make the following certifications and assurances as a required element of submitting this Bid, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting Contract.

1. We have read, understand, and agree to abide by all information contained in the IFB, all Appendices, and incorporated documents.
2. The prices in this Bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a Bid.
3. The attached Bid is a firm offer for a period of 90 days following the Bid Due Date specified in the IFB, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90 day period. In the case of a protest, our Bid will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Bid, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's IFB, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the state will not reimburse us for any costs incurred in the preparation of this Bid. All Bids become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Bid. Submittal of the attached Bid constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the IFB.
6. We understand that any Contract awarded as a result of this Bid will incorporate all IFB requirements. Submittal of a Bid and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in the IFB, all Appendices, and incorporated documents if selected as a Contractor. It is further understood that our standard Contract will not be allowed as a replacement for the terms and conditions appearing in the IFB, all Appendices, and incorporated documents of this IFB.
7. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this IFB.
8. We are not submitting any exceptions.

## AUTHORIZED OFFER & CONTRACT SIGNATURE PAGE

In submitting this Bid, the Authorized Signatory below acknowledges having read and understood the entire IFB and agrees to comply with its terms and conditions including the [Certifications and Assurances](#). The Authorized Signatory also agrees to fulfill the offer made in this Bid and any subsequently awarded Contract.

***In witness whereof***, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**This Contract is effective as of: \_\_\_\_\_ or date of last signature, whichever is later.**

**This is an Award for: PreCast Concrete Restroom and Utility Buildings, Category \_\_\_ - \_\_\_\_\_:**

<b>APPROVED (DES)</b>	
Department of Enterprise Services 1500 Jefferson Street SE Olympia, WA 98501	
Washington State Department of Enterprise Services	
Signature	Date
LeAnna Sandy, Contracts Specialist	
Typed or Printed Name, Title	
Manager Signature (if applicable)	Date
Cheral Jones, Unit Manager	
Manager's Typed or Printed Name, Title	
<b><u>CONTACT INFORMATION</u></b>	
Contact:	LeAnna Sandy
Title:	Contracts Specialist
Phone:	360-407-9408
Fax:	360-586-2426
Email:	<a href="mailto:Leanna.Sandy@des.wa.gov">Leanna.Sandy@des.wa.gov</a>

<b>APPROVED (VENDOR/CONTRACTOR)</b>	
_____	
Bidder's Company Name & Address	
_____	
Signature	Date
_____	
Typed or Printed Name, Title	
_____	
<b><u>CONTACT INFORMATION</u></b>	
Contact:	_____
Title:	_____
Phone:	_____
Fax:	_____
Email:	_____



**State of Washington**  
**Contract #00213**

CXT Incorporated  
3808 North Sullivan Road Bldg. #7  
Spokane, WA 99216  
Federal ID #91-1498605A

**Double Rocky Mountain Toilet Building**  
Complete One Form per Unit Ordered

**Cost Work Sheet and Order Form**

Site name and Address (or closest cross street)\_ Pinnacle Peak Park (Block 25400) SE Mud Mountain Road,  
Enumclaw 98022

City (or closest town) Enumclaw, WA 98022

Contact Phone number: 206-477-4484 Fax:206-588-8011\_email address:Linda.Frkuska@kingcounty.gov

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature Required)

**Unit Price of Vault Toilet and Placement**

Concrete vault toilet with privacy screen, simulated shake roof, rock finish (Napa, Flag Stone, or River Rock) horizontal lap or board and batt siding and ABS vault w/liner. <b>\$28,771.00</b>	<b>\$28,771.00</b>
One-Way Transportation Cost, (between Spokane, WA and the site) <b>\$4,108.00</b>	<b>\$4,108.00</b>

**Added Cost Options:**

Installation Service (double vault) <b>\$2,964.00</b>	<b>\$2,964.00</b>
Chase Option <b>\$1,478.00</b>	<b>\$1,478.00</b>
Ribbed Metal Roof Texture <b>\$1,019.00</b>	\$ _____
Marine Package <b>\$6,370.00</b>	\$ _____
R-19 Roof Insulation <b>\$882.00</b>	\$ _____
Solar Fan Kit <b>\$1,274.00</b>	<b>\$1,274.00</b>
Solar Light Kit <b>\$1,049.00</b>	\$ _____
Room Wastebasket <b>\$54.00 each</b>	\$ _____
Hand Sanitizer <b>\$35.00 each</b>	\$ _____
Conduit Junction Box (chase bldg only) <b>\$204.00</b>	\$ _____
Electric Light Package (chase bldg only) <b>\$3,618.00</b>	\$ _____
Paint Touch-up Kit – Single Color <b>\$56.00</b>	<b>\$56.00</b>
Paint Touch-up Kit – Two Tone Color <b>\$62.00</b>	\$ _____

**Add: WA Management Fee in the amount of 0.74% of building cost,  
not including shipping.** **\$ ??**

**Total Cost per Unit** **\$ \_\_\_\_\_**

**No Cost Options: Mark with "X": (Two Tone Color Combinations W = Walls / R = Roof).**

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	R <input type="checkbox"/> Granite Rock	<input type="checkbox"/> Rich Earth
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	W <input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood	<input type="checkbox"/> Georgia Brick
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe	<input type="checkbox"/> Western Wheat
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black	<input type="checkbox"/> Charcoal Grey

*TERM: 9/14/18*

**\*Signage:**

- Men
- Women
- Unisex
- Accessible

**Wall Vent Location: 1 per room**

(upon entering room)

circle one location per room

Right Room: **backwall** / sidewall / door

Left Room: **backwall** / sidewall / door

**Deadbolt Lock:**

- CXT Supplied-Schlage
- Customer Supplied Lock
- \_\_\_\_\_ Specify Type

**Door Opener:**

- Privacy Latch ADA Handle
- Double Pull/Slide Bolt

**Top Section of Building:**

- Board and Batt
- Horizontal Lap

**Bottom Section of Building:**

- Round River Rock
- Napa Valley Stone
- Flag Stone

**Rock Color Selection:**

- Basalt
- Mtn Blend
- Natural Grey
- Romana

\*Building includes "Restroom" sign(s) in braille & roman letters.

State Contract Specialist: John Allen @ 360-407-8406  
 CXT Territory Salesman: Eric Kuester @ 509-994-9900  
 CXT Inside Sales Manager: Ali Cairns @ 509-892-3238

## Reid, Patty

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**From:** Web, Procurement  
**Sent:** Wednesday, June 15, 2016 1:33 PM  
**To:** Tilley, Alexis  
**Cc:** Dodman, Roy; Jungnitz, Jordan; Billups, Amon; Reid, Patty  
**Subject:** PCS Request #44490 - Create Goods & Services Oracle Contract Agreement - Accepted

The following request has been updated:

**Service Request #:** 44490

**Service Requested:** Create Goods & Services Oracle Contract Agreement

**Date/Time Submitted:** 6/15/2016 10:09:35 AM

**Requester:** [Alexis Tilley](#)

**Requesting Agency:** Natural Resources & Parks | Parks | Administrative & Financial Services

**Request Summary:**

Per the attached, parks is requesting to piggy back state contract # 00213 for CXT Incorporated for ...

### UPDATE:

PCSS has accepted your request for action.

Patty Reid has been assigned to this request.

You can access your request online: [PCS Service Requests](#)

Contact us at 206-263-9400 if you require immediate, direct assistance on this request.



# PCS Service Request

Welcome, **Patty** ( [Logout](#) | [My Account](#) )

## Create Goods & Services Oracle Contract Agreement

**Request ID:** 44490    **Created:** 6/15/2016 10:09 AM  
**Status:** Open    **Last Modified:** 6/15/2016 1:32 PM

**Assigned Group:** Goods & Services    **Closed/Cancelled:**

### Requester

Alexis Tilley  
[Alexis.Tilley@kingcounty.gov](mailto:Alexis.Tilley@kingcounty.gov)

### Requesting Agency

**Department:** Natural Resources & Parks  
**Division:** Parks  
**Section:** Administrative & Financial Services

### Request Description

Per the attached, parks is requesting to piggy back state contract # 00213 for CXT Incorporated for the purchase of a vault toilet.

**Actions**

**Notes (1)**

**Attachments (1)**

**Staff Assignments**

### Close Service Request

Enter an optional note and click **Save** below.

Your note will be emailed to the requester, applicable PCS staff and up to five **@kingcounty.gov** email addresses you identify in the Cc: box. It will also be recorded in the notes for this request.

Cc:

Patty Reid has accepted this request and closed it.

**Tags**

