KingCounty

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

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

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

CONTRACTOR:
MCLENDON HARDWARE INC
440 RAINIER AVE S

RENTON, WA 98057 United States
Fax: (425) 2641589

CONTRACT

CONTRACT NO.	REVISION	PAGE
5866985	0	1 of 1

CREATION DATE	BUYER
22-JUN-2016	LONNIE PLATT
DATE OF REVISION	**BUYER**

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

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

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
1966	NET30DAYS	PREPAID AND ALLOW	DESTINATION, FREIGHT PAID	Seller Chooses	Telephone: (425) 2649500

DESCRIPTION

Term Agreement

Furnish general supplies for maintenance, repair, and operations, as requested by authorized King County representatives during the period September 07, 2016 through September 06, 2021, in accordance with King County ITB 1010-16-LCP and the responding bid of Mclendon Hardware, Inc. both incorporated by reference as if fully set forth herein.

When active, standard purchase orders referencing this Contract Agreement number will be issued by King County to authorize the purchase and payment of goods and/or services. All invoices must reference the individual standard purchase order number to avoid delay in payment.

Estimated Annual Contract Value: $75,000

Authorized Signature

Invitation to Bid

King County

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

ADVERTISED DATE: MAY 26, 2016

Invitation to Bid (ITB) Title:	General Supplies for Maintenance, Repair, and Operations
ITB Number:	1010-16-LCP
Due Date:	June 09, 2016 no later than 2:00 p.m.
Buyer:	Lonnie Platt, lonnie.platt@kingcounty.gov, 206-263-1287
Alternate Buyer:	Michelle So, Michelle.So@kingcounty.gov, 206-263-1514

Furnish general supplies for maintenance, repair, and operations as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: $ 68,374.35

NO PRE-BID CONFERENCE

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

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

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

Company Name Mclendon Hardware Inc		
Address 440 Rainier Ave S		City/State /Postal Code Renton, Wa 98057
Signature Gail Mclendon	Print name and title Gail Mclendon- President	
Email gail.mclendon@mclendons.com	Phone 425-264-9500	Fax 425-264-1589
Company Headquarters Located in State/Province of Washington		
SCS/DBE Certification Number		

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

"ALERT"

For firms headquartered and/or located in the state of North Carolina

At the direction of King County Executive Dow Constantine, King County agencies are precluded from doing business with companies headquartered within the state of North Carolina. This action is a direct result of that state government's recent enactment of House Bill 2. This legislation excludes lesbian, gay, and transgender people from the law's protection while simultaneously barring cities and counties from passing their own protections for LGBT people; additionally, it bars people from using bathrooms that do not match their birth gender. Here in King County, named after the Reverend Dr. Martin Luther King, Jr., we embrace the values of inclusion and diversity. We cannot allow the taxes and fees paid for by the communities we serve to be used to subsidize legally-sanctioned discrimination. Bids and proposals submitted by firms with headquarters located in North Carolina will be deemed non-responsible.

SECTION 1 Instruction to Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

The original in its entirety including all addendums and one (1) paper copy of this solicitation document as well as one (1) complete version of this solicitation document in PDF format with Attachment A - Pricing in Excel format provided on either a compact disk or flash drive shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

1.3 Electronic Commerce and Correspondence

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

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

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

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

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

Modifications or withdrawal of bids already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the bids. All modifications or withdrawals must be made in writing, over the signature of the Bidder.

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the ten percent (10%) incentive factor for Small Contractors and Suppliers (SCS).

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a ten percent (10%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at www.kingcounty.gov/BDCC or contacting the Program office at 206-263-9734.

2.5 Substitutions

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

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

2.6 Forms Required Before Contract Award

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

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

2.7 Rejection of Bids

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

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

2.8 Single Bid Receipt

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

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

2.9 Public Disclosure of Bids

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

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

2.10 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information:

- Purchase Order/Contract Number
- Item Number(s)
- Description of supplies or services
- Quantities
- Unit prices
- Extended totals
- Discounts, if applicable

For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply

with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

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

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

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

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

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
    a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
    b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
    c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency

repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin 10-1-1 (AP). If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an

employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

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

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

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

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

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

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

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

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

3.16 Environmentally Preferable Product Procurement Policy

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

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20).

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment Opportunity

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

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

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

D. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60,

Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

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

3.21 Requirements of King County Living Wage Ordinance

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

The requirements of the ordinance, including payment schedules, are detailed at http://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx

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

3.22 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.23 Severability

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

3.24 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Under King County Code 2.93.170, the King County Executive may debar a Consultant from consideration for award of contracts with the County for up to two years, and may suspend a Consultant from consideration for award of contracts with the County if there is probable cause for debarment for up to six months; for the following:

A. A Conviction within the five years preceding commencement of the debarment or suspension for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

B. Conviction within the five years preceding commencement of the debarment or suspension under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects responsibility as a consultant to the county;

C. Conviction within the five years preceding commencement of the debarment or suspension under state or federal antitrust statutes arising out of the submission of bids or proposals;

D. Violation of state wage payment laws;

E. Violation of ethical standards set forth in contracts with the County;

F. Violation of contract provisions, such as the following, of a character that is regarded by the Executive to be so serious as to justify debarment action:

1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;

2. Substantial failure to comply with commitments to and contractual requirement for participation by minority and women's business enterprises and equal employment opportunity; or

3. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, though failure to perform or unsatisfactory performance caused by acts beyond the control of the Consultant shall not be considered to be a basis for debarment; or

G. Any other cause that the Executive determines to be so serious and compelling as to affect responsibility as a Consultant to the county, including debarment by another governmental entity for any cause similar to those in this subsection;

The King County Executive may issue an Order of Suspension/Debarment under King County Code 2.93.170 and Executive Policies and Procedures CON 7-20(PR). Rights and remedies of the County under these provisions are besides other rights and remedies provided by law or under the Agreement.

3.25 Incorporation of Documents

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and

be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately $75,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 Price Revisions

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

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

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

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

4.4 Shipping Charges

All shipping charges shall be prepaid and added to the invoice, FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.5 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the

delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that order and identify the items not shipped and provide a projected completion date of the order.

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

4.6 Warranty

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

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

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

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

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

4.7 Warranty Remedies

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

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

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

notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

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

4.8 Pricing of Spare Parts

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

4.9 Product Return

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than two (2) years after the County's receipt of said goods.

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

4.10 Hazardous Chemical Communication

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

4.11 Prohibition on Asbestos-Containing Products

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

of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4.12 Insurance Requirements

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

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

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

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

Employers Liability Stop Gap: $1,000,000

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

SECTION 5 FEDERAL& STATE CONTRACTING PROVISIONS

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

5.1 Equal Employment Opportunity

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

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

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

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

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

5.4 Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Contractor in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

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

The Contractor shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of

Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Contractor must also submit environmental certifications to King County when requesting that funds be released for the project. The Contractor must certify that the proposed project will not significantly impact the environment and that the Contractor has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

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

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

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

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

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

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

The Contractor shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.22 Relocation Assistance And Real Property Acquisition Policy, Chapter 8.26 RCW

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

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

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

5.24 Noise Control, Chapter 70.107 RCW

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

5.25 Shoreline Management Act Of 1971, Chapter 90.58 RCW

The Contractor shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

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

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

The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications

do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

5.27 Open Public Meetings Act, Chapter 42.30 RCW

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

5.28 Law Against Discrimination, Chapter 49.60 RCW

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

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

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

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

5.30 Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

By accepting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout

the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 6 Technical Specifications/Scope of Work

6.1 Introduction to Specifications

A. The purpose of this Invitation to Bid is to contract with a Retailer for the provisions of general supplies used for maintenance, repairs, and operations on an as-needed, same day basis and as requested by an authorized King County (KC) representatives.

6.2 Contractor Qualifications

A. The Contractor shall:

1. Be a bona fide retailer that supplies the manufactures product line.
2. Operate out of a commercial retail store which shall be open, available, and accessible to KC representatives a minimum of eight (8) consecutive business hours anytime between 6:00 a.m. and 9:00 p.m. Pacific Time, Monday through Saturday, excluding all Federal holidays.
3. Shall have at least two retail stores within a fifteen (15) miles radius using the following zip codes as the reference point:
   a. 98092 – Auburn, WA
   b. 98005 – Bellevue, WA
4. Perform in accordance with the industry standards and practices and comply with all applicable City, County, State, and Federal Government laws and regulations.
5. Provide qualified, trained, and professional personnel in all areas of the services herein, including but not limited to; customer service, accounting, sales, shipping, and receiving.
6. Assign each King County department and/or agency a unique customer account number to be used in identifying each transaction and/or billing address.
7. Maintain a KC representative verification list provided by each King County department and/or agency that is authorized to utilize the Contract.
8. Accept:
   a. King County Purchase Orders.
   b. King County P-Cards

6.3 Catalog

A. Upon request the Contractor shall furnish all necessary catalogs, price lists, or latest dated published manufacturer's net price lists, and/or an electronic access to an on-line cataloging system used for parts look-up and ordering, at no cost to King County. The Contractor shall furnish the price list specified within two (2) weeks after such request is made. Price lists can be in hard copy, disk, or via an electronic format and shall contain at minimum the following:

1. Commodity/Classification
2. Product Description
3. Contractor's Stock Keeping Unit (SKU) Number/Catalog Number
4. Manufacture Name

5. Manufacture Model Number or Item Number
6. Unit of Measure
7. Sell/Package Quantity (when applicable)
8. Contractors Unit List Price
9. Discount Rate
10. King County's Unit Price

6.4 Order Processing

A. The primary method of procuring goods will be through point of sale (POS) or by placing a phone order for will call and/or same day delivery.

1. Point of Sale Purchases
   a. The Contractor shall:
      (1) Verify that the KC representative is on the department's authorized verification list and by requiring the KC representative to provide a King County issued identification prior to purchase.
      (2) Request for a Purchase Order or P-Card.
         (a) In the event a King County Purchase Order or P-Card cannot be obtain at that time of purchase, the Contractor shall ensure that all receipts and/or invoices contain the Contract number, the authorized KC representative printed full name, the department/agency the KC representative works for, and the KC representatives direct phone number as a reference to a purchase order prior to completing the transaction. Receipts and invoices submitted for payment without meeting these requirements shall **not be accepted**.
2. Will Call Orders
   a. Unless otherwise stated, all requests for will call shall be processed within a two (2) hour window from the time an order is received.
   b. The Contractor shall notify the KC representative when the product is ready for picked up.
   c. The Contractor shall hold the requested items no more than twenty-four (24) hours. In the event the will call items are not picked up within the allowable time constraint, the order shall be cancelled in whole without penalty or charge to King County.

6.5 Same Day Delivery

A. King County shall determine the delivery location and delivery method prior to placing an order.

1. All deliveries shall be made within four (4) hours upon receipt of an order or unless otherwise stated.
2. King County will not accept nor authorize payment for delivery unless delivery was specifically requested by the KC representative.

3. Same day delivery orders shall be prepaid and added to the invoice by the Contractor. All delivery charges shall include but will not be limited to; handling, packaging, palletizing, crating, surcharges, travel, processing, and all things necessary for shipping, handling, and delivery purposes.

6.6 Delivery Services

A. In-House Delivery Service

1. If applicable, the delivery services shall be provided by the Contractor and shall be billed at the Contractors standard delivery rate. The delivery rate shall be disclosed to the KC representative prior to processing such request.

B. Courier or other Same Day Delivery Services

1. The Contractor shall be contracted with a courier service or other delivery provider or find a reliable and cost effective provider that can perform the requirements contained herein when such delivery method is requested.
2. The services shall not exceed the actual cost paid by the Contractor when such service is rendered.
   a. Upon request by the KC representative, the Contractor shall provide a copy of the invoice to the Contractor for the service rendered.

6.7 Confirmations

A. The Contractor shall confirm phone, faxed, and/or emailed orders with the KC representative who initiated such request.

1. The Contractor shall immediately notify the KC representative with an order status update when an item is not in stock or will not be exactly as ordered.

6.8 Additional Items

A. Special orders and/or non-stocked Items are not allowed to be acquired on the Contract.

B. Additional manufacture product line not listed on the Contract but are generally inventoried by the Contractor may be acquired. The Contractor shall agree to provide such manufacture product line using the same discount associated to the manufacture discount as listed in Attachment A - Pricing.

6.9 Quotes

A. Upon request, the Contractor shall provide an itemized quote to the KC representative based on the Contract pricing.

6.10 Volume Discount

A. The Contractor shall offer a volume discount when applicable based on the material and quantity ordered. The discount shall be better than the Contracted discount when applicable.

6.11 Reports

A. Usage Reports

1. The Contractor shall provide via email to the Buyer a quarterly usage report in Excel format. The report shall consist of all orders for the given period. The report submitted shall coincide with the quarters and date ranges as outlined below.
    a. Quarter 1: January 1st through March 31st, Due by April 30th.
    b. Quarter 2: April 1st through June 30th, Due by July 31st.
    c. Quarter 3: July 1st through September 30th, Due by October 31st.
    d. Quarter 4: October 1st through December 31st, Due by January 31st.
        (1) The report shall contain at a minimum:
            (a) Contract Number
            (b) Order Date
            (c) Quantity Ordered
            (d) Unit of Measure
            (e) Packaging
            (f) Contractor Part Number/Sku
            (g) Description
            (h) Manufacture Name
            (i) Manufacture Part Number/Model No.
            (j) Price
            (k) Payment Method - (P Card, Purchase Order, Other)
            (l) King County Department/Agency Name
            (m) Account Number(s)
            (n) Universal Product Code (UPC)

SECTION 7 Bid Response

7.1 Rules of Price Evaluation

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

7.2 Bidder's Contact Information

A. Primary Location

Physical Address: 440 Rainier Ave S Renton, Wa 98057

Mailing Address: 440 Rainier Ave S Renton, Wa 98057

Name of Contact Person: Gail Mclendon

Email: gail.mclendon@mclendons.com

Telephone No. (Local/Toll Free): 425-264-9500

Fax No. (Local/Toll Free): 425-264-1589

UBI No.: 177005311

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

Business hours and days of operation:

Hours: 7:00 a.m. to 8:00 p.m. Days: Monday to Sunday

Service Department Hours and days of operation:

Hours: 7:00 a.m. to 8:00 p.m. Days: Monday to Sunday

List Holiday's Observed Thanksgiving, Christmas

B. State your firm's preference for receiving purchase orders. (Check only one and enter the information if different than form above).

■E-mail:_____ ☐Fax:_____

7.3 Emergency Contact

A. The Contractor shall provide the Agencies with the name and telephone number of an emergency contact person responsible for taking calls on a twenty-four (24) hour basis, seven (7) days a week including holidays.

Contact Person Manager On Duty

Telephone Number 425-264-1638

Emergency Number _____

B. The Contractor shall update the emergency contact whenever a change is made and provide the new contact information to the KCPM or the designated KC representative.

7.4 Dedicated Account Representative

The Contractor shall provide the Agencies with a dedicated account representative to manage all King County accounts.

Contact Person Shelley Medges

Title: Accounts Receivable

Telephone Number 425-264-1572

Email: shelley.medges@mclendons.com

7.5 Remit Address (where payment will be mailed):

A. Primary Location

Physical Address (if applicable): 440 Rainier Ave S Renton, Wa 98057

Mailing Address: PO Box 877 Renton Wa, 98057

Name of Contact Person (if applicable): Shelley Medges

Email (if applicable): shelley.medges@mclendons.com

Telephone No. (Local/Toll Free): 425-264-1572

Fax No. (Local/Toll Free): 425-264-1589

7.6 Prompt Pay Discount

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

- The date printed on the invoice is more than three days earlier than the invoice receipt date;
- The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____ % - _____ Days, Net _____

7.7 Purchasing Card (P-Card) Acceptance

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

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

Accept VISA cards: Yes ☑ No ☐

Additional purchasing (charge) cards accepted:

- [x] America Express
- [x] Discover
- [x] MasterCard
- [ ] Other: _____
- [ ] _____
- [ ] _____

7.8 Lobbying Certificate

Bidders shall complete and submit Attachment B - Lobbying Certificate with their bid submittal.

7.1 Retail and Stocking/Warehouse Facility Locations

The Contractor shall use Attachment C to list all retail locations within King County including the store number/name, address, contact information name(s), title(s), email(s), telephone number(s), and fax number(s).

7.2 References

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

Company Name: Adams Asphalt Patching
Company Address: 7738 S Misiion Dr Seattle
Company Phone: 206-772-6350
Contact Person: Keith Adams
Dates: 5/81 to Present

Company Name: R L Alia Co
Company Address: 107 Williams Ave S Renton
Company Phone: 425-226-8100
Contact Person: Richard Alia
Dates: 4/83 to Present

Company Name: Shinstine & Associates.LLC
Company Address: 122 E Stewart Rd Puyallup
Company Phone: 253-770-5858
Contact Person: Dorothy Cantrell
Dates: 12/77 to Present

Company Name: City of Sumner
Company Address: 1104 Maple St Sumner
Company Phone: 253-863-8300
Contact Person: Barb
Dates: 6/81 to Present

ATTACHMENT B

CERTIFICATE OF LOBBYING ACTIVITIES

CONTRACT/PROCUREMENT NO. 1010-16-LCP

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

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

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

C. The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all recipients of Subcontract awards in excess of $150,000 Shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $150,000 for each such failure.

Date: 6-1-2016

Company Name: Mclendon Hardware Inc

Authorized Signature: Gail McLendon

Printed Name/Title: Gail Mclendon

Attachment C – Retail Locations
General Supplies for Maintenance, Repair, and Operations
ITB 1010-16-LCP

The Contractor shall list all retail location(s) within King County including the store number/name, address, contact name(s), title(s) email(s), telephone number(s), and fax number(s).

Renton-2
440 Rainier Ave S
Renton, Wa 98057
Phone-425-235-3550
Fax-425-264-1632
Manager- Eric Beckwith
eric.beckwith@mclendons.com

Woodinville-4
17705 130th Ave NE
Woodinville, Wa 98072
Phone- 425-485-1363
Fax- 206-281-9969
Manager- Bill Haytack
bill.haytack@mclendons.com

White Center-6
10210 16th Ave SW
White Center, Wa 98146
Phone- 206-762-4090
Fax- 206-763-9267
Manager- Joe Hollins
joe.hollins@mclendons.com

Kent-7
23662 104th SE
Kent, Wa 98031
Phone- 253-850-2722
Fax- 253-850-6042
Manager- Dave Murphy
dave.murphy@mclendons.com

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

General Supplies

To be considered responsive, Bidders shall complete Attachment A electronically and bid on all Line No.'s as listed in Attachment A -Pricing. The bid pricing will be evaluated based on the lowest responsive, and responsible bidder.

The Bidder shall only provide a Comparable Alternative Manufacture Name if the Contractor does not supply the Approved Manufacture's Product Line. King County shall have the sole right to determine if the Comparable Alternative Manufacture product line proposed by the Bidder will meet the requirements of King County - without notice or cause.

All Line Items shall contain a number value in the "Discount from MSRP" field even if there is no discount. In the event the Bidder does not offer a Discount for a particular Line Item, the Bidder shall input a zero **"0"** in the "Discount from MSRP" field.

The Extended Annual Price will be determined by subtracting the Discount rate from the Estimated Annual Spend. The Total Bid Price will be determined by the cumulative total of the Extended Annual Prices.

Line Item	Estimated Annual Spend on MSRP	Unit of Measure United States Dollar (USD)	Approved Manufacture Name	Comparable Alternative Manufacture Name	Product Line	Discount from MSRP	Extended Annual Price with Discount
1	$800.00	USD	3M		Filler, Brushes, Cable Organizers, Tape, Glue, Hooks, Post-it-Notes, Respirators, Sandpaper, Scrubber Pad, Etc.	5.000%	$760.00
2	$102.00	USD	A.Y. MCDONALD MFG CO.		Couplings and Fittings	5.000%	$96.90

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

3	$660.00	USD	ADVANCED DRAINAGE SYSTEMS INC		Drain Tubes, Couplings, End Caps, Adapters	5.000%	$627.00
4	$653.00	USD	ALLIED INTERNATIONAL		Adapters, Extensions, Joints, Handle Flex, Ratchets, Sockets, Combo Wrenches	5.000%	$620.35
5	$803.00	USD	AMES LAWN/GARDEN TOOLS		Axes, Hammers, Hose Reel, Hoe, Rakes, Scoops, Shovels, Fork, Etc.	5.000%	$762.85
6	$205.00	USD	AMREP INC DBA ZEP COMMERCIAL		Cleaner, Degreasers, Insecticides, Sprayers/Containers	5.000%	$194.75
7	$341.00	USD	APEX TOOL GROUP		Files, cables, Chains, Anchors, Spring Snaps Links, Etc.	5.000%	$323.95

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
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8	$153.00	USD	ARROW FASTENER CO INC		Rivets, Staple Guns, Staples, Tacks	5.000%	$145.35
9	$1,925.00	USD	BASALITE-DUPONT		Patches, Concrete/Cement, Etc.	5.000%	$1,828.75
10	$138.00	USD	BK INDUSTRIES/MUELLER		Adapters, Bushings, Valves, Elbows, Nipples, Couplings, Reducers, Plugs, Etc.	5.000%	$131.10
11	$1,205.00	USD	BLACK AND DECKER (US) INC		Batteries, Bits, Blades, Chargers, Compressors, Power Tools	5.000%	$1,144.75
12	$60.00	USD	BONIDE		Herbicides, Insecticides	5.000%	$57.00

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

13	$175.00	USD	BROAN-NUTONE CO		Fans, Heaters, Motors	5.000%	$166.25
14	$85.00	USD	CABOT SAFETY CORP		Safety Protection	5.000%	$80.75
15	$93.00	USD	CANTEX INC.		Adapters, Condulet, Couplings, Elbows, J boxes, Straps, Etc.	5.000%	$88.35
16	$145.00	USD	CENTURY DRILL & TOOL CORP		Bits	5.000%	$137.75
17	$363.00	USD	CHANNELLOCK INC		Nippers, Drivers, Pliers, Wrench, Screwdrivers	5.000%	$344.85

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

18	$520.00	USD	CHAPIN MFG INC		Sprayer tanks, Pumps, Nozzle Kits, Etc.	5.000%	$494.00
19	$130.00	USD	CHARLOTTE PIPE FOUNDRY		Elbows, Adapters, Bushing, Couplings, Etc.	5.000%	$123.50
20	$386.00	USD	CLOROX CO		Cleaners, Protectants	5.000%	$366.70
21	$860.00	USD	CORONA CLIPPER		Fork, Hammers, Machetes, Pruners, Rakes, Shovels, Wheelbarrows	5.000%	$817.00
22	$325.00	USD	DANCO PERFECT MATCH CO		Aerators, Valves, Strainers, Levers, Sloan Kits, Wax Rings	5.000%	$308.75

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

23	$748.00	USD	DAP INC		Caulk, Fillers, Glue, Compounds	5.000%	$710.60
24	$572.00	USD	DORCY INTERNATIONAL		Flashlights, Headlights, Spotlights	5.000%	$543.40
25	$293.00	USD	DOW CHEMICAL CO.		Foam Sealers/Insulation	5.000%	$278.35
26	$120.00	USD	DURACELL USA (GILLETTE)		Batteries	5.000%	$114.00
27	$156.00	USD	ELKHART PRODUCTS CORP		Adapters, Caps, Couplings, Elbows,	5.000%	$148.20

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

28	$835.00	USD	ENCORE		Buckets, Containers, Lids, Pails	5.000%	$793.25
29	$197.00	USD	ESTWING MFG CO INC		Chisels, Hammers,	5.000%	$187.15
30	$699.00	USD	EXCEL GARDEN PRODUCTS		Herbicide, Insecticides, Lawn food, Moss- Out	5.000%	$664.05
31	$158.00	USD	FASTENMASTER		Fasteners	5.000%	$150.10
32	$252.00	USD	FEIT ELECTRIC CO INC		Light Bulbs	5.000%	$239.40

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

33	$283.00	USD	FERNCO INC		Couplings and Fittings	5.000%	$268.85
34	$840.00	USD	FISKARS BRANDS INC		Adapters, Hoses, Nozzles, Timers, Washers	5.000%	$798.00
35	$90.00	USD	FLUIDMASTER INC		Bolts, valves, Lines, Kits,	5.000%	$85.50
36	$724.00	USD	FOREMOST TARP COMPANY		Tarps	5.000%	$687.80
37	$119.00	USD	FORNEY INDUSTRIES INC		Brushes, Cut-off-Wheels, Discs,	5.000%	$113.05

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

38	$576.00	USD	FREUD AMERICA		Bits, Blades,	5.000%	$547.20
39	$116.00	USD	GAM-PAK PRODUCTS		Hangers, Connectors, Coupling and other Fittings	5.000%	$110.20
40	$95.00	USD	GARDNER BENDER INC		Seals, Cables, Tools	5.000%	$90.25
41	$111.00	USD	GENERAL ELECTRIC CO		Lamps	5.000%	$105.45
42	$460.00	USD	GENOVA PRODUCTS INC		Bushings, Caps, Elbows, Bushings, Couplings, Adaptors, and other Fittings	5.000%	$437.00

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

43	$1,889.00	USD	GOLDEN EAGLE DISTRIBUTING		Chainsaws, Blowers, Hedge Clippers, Trimmers	5.000%	$1,794.55
44	$117.00	USD	GOOD CONNECTIONS INC		Safety Protection	5.000%	$111.15
45	$143.00	USD	GORILLA GLUE COMPANY		Tape, Glues,	5.000%	$135.85
46	$90.00	USD	GREAT AMERICAN MARKET (GMA) PRODUCTS		Brushes, Caulk Guns, Rollers	5.000%	$85.50
47	$1,569.00	USD	GRIP-RITE		Nails, Staples, Visqueen	5.000%	$1,490.55

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
ITB 1010-16-LCP

48	$167.00	USD	GRK FASTENERS		Fasteners	5.000%	$158.65
49	$540.00	USD	HARDEL BUILDERS		Plywood, Lumber	5.000%	$513.00
50	$2,111.00	USD	HILLMAN GROUP		Fasteners	5.000%	$2,005.45
51	$123.00	USD	HYDE TOOLS		Brushes, Mixers, Knives, Scrappers, Etc.	5.000%	$116.85
52	$487.00	USD	HY-KO PRODUCTS		Key Identifiers, Key blanks, Signs or Identifier Material.	5.000%	$462.65

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
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53	$180.00	USD	IDEAL TRIDON		Clamps	5.000%	$171.00
54	$435.00	USD	INTERTAPE POLYMER GROUP		Tapes	5.000%	$413.25
55	$1,213.00	USD	IRWIN INDUSTRIAL TOOL		Bits, Blades, Clamps, knives, Pliers, Snips, Taps	5.000%	$1,152.35
56	$313.00	USD	KEEPER PRODUCTS		Bungee Cords, Tie Downs	5.000%	$297.35
57	$270.00	USD	KIMBERLY-CLARK		Shop Towels	5.000%	$256.50

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General Supplies for Maintenance, Repair and Operations
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58	$308.00	USD	L - L NURSERY SUPPLY		Herbicides, Spreaders	5.000%	$292.60
59	$200.00	USD	LAITNER BRUSH COMPANY		Brooms, Brushes, handles	5.000%	$190.00
60	$375.00	USD	LASCO / LARSEN SUPPLY CO INC		Adapters, Stops, Couplings, Nipples, Supply Line, Tubing, Etc.	5.000%	$356.25
61	$236.00	USD	LEHIGH GROUP		Nylon and Ploy Rope	5.000%	$224.20
62	$86.00	USD	LENOX		Blades	5.000%	$81.70

Attachment A - Pricing
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63	$195.00	USD	LIBMAN CO		Plunger, Broom, Brush, Mop	5.000%	$185.25
64	$596.00	USD	LINZER PRODUCTS CORP		Brushes, Buckets, Mixers, Rollers, Trays	5.000%	$566.20
65	$231.00	USD	MAKITA USA INC		Power Tools, Batteries, Discs	5.000%	$219.45
66	$330.00	USD	MASTER LOCK CO		Padlock and other Locks	5.000%	$313.50
67	$1,557.00	USD	M-D BUILDING PRODUCTS INC		Grippers, Bases, Sweeps, Strips	5.000%	$1,479.15

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
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68	$348.00	USD	MELNOR INDUSTRIES INC		Couplers, Adapters, Menders, Shut-off Valves	5.000%	$330.60
69	$1,489.00	USD	NATIONAL MFG CO		Barrels, Eyes, Hooks, Bolts, Braces, Brackets, Cables, Swivels, Hinges, Etc.	5.000%	$1,414.55
70	$188.00	USD	OATEY SCS		Brushes, Cements, Primer, Putty's, Wax Rings, Etc.	5.000%	$178.60
71	$50.00	USD	ORBIT INDUSTRIES INC		Boxes, Closures, Covers	5.000%	$47.50
72	$125.00	USD	PASS SEYMOUR/LEGRAND		Outlets, Receptacles, Switches, Plates	5.000%	$118.75

73	$430.00	USD	PRIME WIRE AND CABLE INC		Extension Cords, Power Strips, Surge Protectors	5.000%	$408.50
74	$336.00	USD	PROCTER - GAMBLE		Deodorizers, Detergents and other Cleaning Products/Agents	5.000%	$319.20
75	$393.00	USD	RJB WHOLESALE INC		ABS and PVC Pipe	5.000%	$373.35
76	$834.00	USD	ROBERT BOSCH TOOL CORPORATION		Bits, Blades, Hole saws, Shanks and other Adaptors	5.000%	$792.30
77	$316.00	USD	RUBBERMAID INC		Drainers, Coolers, Totes, Wastebaskets	5.000%	$300.20

78	$535.00	USD	RUST-OLEUM CORP (DAP)		Patches, Paint, Rust Prevention, Water proofer	5.000%	$508.25
79	$146.00	USD	S.C. JOHNSON SON INC		Bags, Cleaners, Repellents, Degreasers	5.000%	$138.70
80	$356.00	USD	SATCO PRODUCTS INC		Lamps, Bulbs	5.000%	$338.20
81	$526.00	USD	SHERWIN WILLIAMS		Brushes, Paint, Rollers, Sprayers	5.000%	$499.70
82	$403.00	USD	SHOP-VAC CORP		Filters, Wet/Dry Vacs	5.000%	$382.85

83	$182.00	USD	SHUR-LINE		Handles, Rollers	5.000%	$172.90
84	$257.00	USD	SIMPSON STRONG-TIE		Fasteners	5.000%	$244.15
85	$543.00	USD	SMITH-COOPER INTERNATIONAL		Valve, Reducers, Bushings, Couplings, Elbows, Nipples, Tees, Etc.	5.000%	$515.85
86	$189.00	USD	GIBRALTAR SOLAR GROUP		Mailboxes	5.000%	$179.55
87	$1,246.00	USD	SOUTHWIRE COMPANY LLC		Extension Cords	5.000%	$1,183.70

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General Supplies for Maintenance, Repair and Operations
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88	$536.00	USD	STANLEY BLACK/DECKER		Bevel, Blades, Chisels, Knives, Levels, Tape Measures, Tool Boxes, Power Tools	5.000%	$509.20
89	$183.00	USD	TITAN TOOLS		Bits, Screwdrivers, Ratchet and Sockets	5.000%	$173.85
90	$221.00	USD	TRIMACO LLC		Boot Covers, Drop Cloth, Disposable Coveralls, Paper, Tack Cloth	5.000%	$209.95
91	$295.00	USD	VELCRO USA INC		Fastening or Cable Management	5.000%	$280.25
92	$514.00	USD	WILMAR CORP		Kits, Attachments, Pliers, Key Sets, Screwdriver, Socket Sets, Wrenches	5.000%	$488.30

Attachment A - Pricing
General Supplies for Maintenance, Repair and Operations
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93	$30,000.00	USD	All Other Manufactures		Other Manufacture Products	5.000%	$28,500.00

Total Bid Price: **$68,374.35**

(Transfer Total to Cover Page)