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:
LUCIFER FURNACES, INC.
2048 BUNNELL RD

WARRINGTON, PA 18976 United States
Fax: (215) 3437388

SHIP TO:
KC DOT TRANSIT VEHICLE MAINT
12200 E MARGINAL WY S, CSM-TR-0200
TUKWILA, WA 98168

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

CONTRACT

CONTRACT NO.	REVISION	PAGE
5867568	3	1 of 1

CREATION DATE	BUYER
24-JUN-2016	PATRICIA REID
DATE OF REVISION	**BUYER**
13-JUL-2016	PATRICIA REID

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
654241	NET30DAYS	PREPAID AND ALLOW	DESTINATION	Seller Chooses	Telephone: (215) 343-0411

DESCRIPTION

Change Order #1 (Issued July 13, 2016)

This change order is issued to revise the contract to incorporate UL approved products in accordance with the letter from Lucifer Furnaces dated July 11, 2016, incorporated by reference as if fully set forth herein.

Estimated total contract value $35,000.

All other terms and conditions remain unchanged.

Authorized Signature

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CONTRACT

CONTRACT NO.	REVISION	PAGE
5867568	2	1 of 1

CREATION DATE	BUYER
24-JUN-2016	PATRICIA REID
DATE OF REVISION	**BUYER**
30-JUN-2016	PATRICIA REID

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
654241	NET30DAYS	PREPAID AND ALLOW	DESTINATION, FREIGHT PAID	Seller Chooses	Telephone: (215) 343-0411

DESCRIPTION

Contract Purchase Agreement

Furnish Electric Box Furnace -Lucifer Furnaces, Inc., Model HL7-R36 as requested by King County DOT-Transit personnel, during the period, June 29, 2016 through June 28, 2021, in accordance with King County bid number 1166-16-PLR and the responding bid of Lucifer Furnaces, Inc., both incorporated by reference as if fully set forth herein.

Estimated annual contract value $27,609.00.

Individual standard Purchase Orders with unique Purchase Order numbers referencing this Contract Purchase Agreement will be issued by King County to authorize the purchase and payment of Goods and Services.

All invoices must reference the individual Standard Purchase Order number to avoid delay in payments.

Authorized Signature

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 12, 2016

Invitation to Bid (ITB) Title:	Electric Box Furnace - Lucifer Furnaces, Inc., Model HL7-R36 or approved equal
ITB Number:	1166-16-PLR
Due Date:	June 2, 2016 - 2:00 p.m.
Buyer:	Patty Reid, patty.reid@kingcounty.gov, 206-263-9304
Alternate Buyer:	Gina Keolker, gina.keolker@kingcounty.gov, 206-263-9316

Furnish an electric box furnace - Lucifer Furnaces, Inc., Model HL7-R36 or approved equal as requested by King County DOT-Transit personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: $ 25,190.00

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: LUCIFER FURNACES, INC		
Address: 2048 BUNNELL ROAD		City/State /Postal Code: WARRINGTON, PA 18976
Signature: [signature]	Print name and title: ROBERT HAUSER	
Email: rhauser@luciferfurnaces.com	Phone: 215-343-0411	Fax: 215-343-7388
Company Headquarters Located in State/Province of: PENNSYLVANIA		
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 Bid Submittal Procedure

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

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

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

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

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

1.2 Electronic Commerce and Correspondence

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

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

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

Full information on vendor registration is available at the website.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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 **five percent (5%)** 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 an 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, if not provided to King County within the past two (2) years.

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 Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

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

3.14 Maintenance of Records/Audits

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

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

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

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably

required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

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

3.15 Other Public Agency Orders

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

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

3.16 Environmentally Preferable Product Procurement Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment Opportunity

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

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

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

F. 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 Equal Benefits Ordinance

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at $25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at $25,000 or more, by signing the Bid Submittal the Bidder is indicating compliance with this requirement or with the terms of an authorization for delayed or alternate compliance.

Delayed Compliance: If a successful Bidder is seeking authorization from King County Procurement and Payables Section to delay implementation of equal benefits due to a Collective Bargaining Agreement, Open Enrollment or internal Administrative steps, an Equal Benefits Substantial Compliance Authorization Form must completed, submitted and approved by King County Procurement and Payables Section prior to Contract execution.

Alternative Compliance: If a successful Bidder is seeking authorization from King County Procurement and Payables Section for alternative compliance with the requirements of the equal benefits ordinance, the successful Bidder must complete and return an Equal Benefits Substantial Compliance Authorization Form to King County Procurement and Payables Section for review and approval.

The Substantial Compliance Authorization Form can be found at:

http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/forms.aspx

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 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 Delivery

Delivery is required as soon as possible and not later than **eighty-six (86) days** after placement of an order. Bid prices shall include delivery, FOB destination, to the following location(s):

King County DOT, Transit, Component Supply Center
12200 East Marginal Way South
Seattle, WA 98168

4.2 Shipping Charges

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

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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 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.

4.8 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.

4.9 Prohibition on Asbestos-Containing Products

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

SECTION 5 Technical Specifications/Scope of Work

5.1 Electrical Industrial Box Furnace

A. Dimensions

1. Hearth Chamber: Acceptable minimum hearth dimensions or approved equal:
   a. 22"H x 26"W x 42"L
   b. 24"H x 24"W x 36"L
2. Overall Unit: Acceptable maximum furnace dimensions or approved equal:
   a. 66"H x 48"W x 58"L
3. Additional Dimension Requirements:
   a. Overall unit height shall not exceed 72" (w/ uprights Removed)
   b. Hearth level shall be 24" height above floor

B. Construction

1. Shell: Minimum 3/16" steel frame, continuously welded
2. Insulation: Minimum 6.5" thick throughout unit
3. Hearth Plate: Minimum 1.5" thick
4. Door: Air operated vertical lift, foot pedal, insulated
5. Door Switch: Automatic interlock to disconnect power when door is opened

C. Power and Controls

1. Furnace power requirement shall be compatible with existing 480/3/60 supply
2. Furnace shall have maximum 45 KW rating or approved equal
3. All electrical components UL listed and approved.
4. Comply with NFPA 79 and 86.
5. Provide Fused Disconnect Switch as follows:
   a. 60 amp 480 volt 3 pole disconnect switch fused for 55 amps
6. Mounted in separated panel on left side of furnace when facing front of unit

D. Temperature and Controls

1. Furnace shall be rated for minimum 1300 F, maximum 2300 F or approved equal
2. Temperature controls:
   a. Standard digital temperature controller with control switch
   b. Mounted in separated panel on left side of furnace when facing front of unit

E. Shipping

1. Furnace bolted to pallet with all components and accessories securely attached to furnace or pallet
2. Interior of furnace chamber cushioned to prevent shifting of components

3. Exterior provided with moisture protection for shipping and staging.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

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

6.2 Bidder's Contact Information

Primary Location:

Physical Address: 2048 BUNNELL RD., WARRINGTON, PA 18976

Mailing Address: SAME

Name of Contact Person: ROBERT HAUSER

Email: rhauser@luciferfurnaces.com

Telephone No. (Local/Toll Free): 215-343-0411

Fax No. (Local/Toll Free): 215-343-7388

UBI No.: _____

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

State hours and days of operation: EASTERN TIME

Hours: 8 a.m. to 4 p.m. Days: M to F

6.3 Remit Address (where payment will be mailed):

SAME

_____

_____

_____

6.4 Retail and Stocking/Warehouse Facility Locations (if applicable)

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

6.5 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 0 **% -** _____ **Days, Net** _____

6.6 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:

- ☒ America Express
- ☒ Discover
- ☒ MasterCard
- ☐ Other: _____
- ☐ _____
- ☐ _____
- ☐ _____

All credit cards will be charged a 4% processing fee.

6.7 Pricing

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

Item	Quantity	UOM	Description	Unit Price	Extended Price
1	1	Each	**Electric powered industrial box furnace, per specification, Lucifer Furnaces, Inc., Model # HL7-R36 or approved equal.** **Mfr./Model#** LUCIFER HL7-R36	$ 25190.00	$ 25,190.00
2	1	Each	Unit mounted control panel	$ Included	$ Included
3	1	Each	Standard digital temperature controller with control switch	$ Included	$ Included
4	1	Each	460V fusible disconnect switch	$ Included	$ Included
5	1	Each	Air operated vertical lift door	$ Included	$ Included
6	1	Each	Ceramic hearth plate, min 1.5" thick	$ Included	$ Included
				Total Bid Price	$ 25,190.00

www.luciferfurnaces.com
info@luciferfurnaces.com

LUCIFER FURNACES, INC.

TEL: 800-378-0095 • FAX: 215-343-7388

MANUFACTURERS OF HEAT TREATING FURNACES

2048 BUNNELL ROAD • WARRINGTON PA 18976

PROPOSAL NO: 16-01-017-2

REPRESENTATIVE: Direct

DATE: May 26, 2016

TO: King County Metro
12200 East Marginal Way South
Seattle, WA 98168

ATTN: Ms. Patty Reid
(206) 263-9304
patty.reid@kingcounty.gov

Mr. Peter Vrinceanu
(425) 736-0451
peter.vrinceanu@kingcounty.gov

LUCIFER GENERAL PURPOSE BOX FURNACE

MODEL:	HL7-R36
CHAMBER:	24" H x 24" W x 36" L
OVERALL:	117" H x 54" W x 66" L (Approximate)
VOLTAGE:	460/3/60
POWER:	45 KW
TEMP:	2300 F

HEARTH LEVEL ABOVE FLOOR:	36" H (Customer requests 24" H)
APPROXIMATE SHIPPING WEIGHT:	1,925 Lbs.
FREIGHT CLASS:	77.5

SPECIFICATIONS:

SHELL - Constructed with angle iron steel frame with heavy gauge sheet steel facing all welded to form a rigid unit. An angle iron frame supports the furnace chamber. A heavy gauge front faceplate is designed to withstand warping and distortion from the chamber heat. The roof and rear covers are removable for service access. Furnace is finished in machine gray enamel.

INSULATION - A minimum of 6.5" of insulation is provided throughout consisting of 4.5" low iron 2300 F insulating brick and 2" 1900 F mineral wool block. The chamber roof is lined with ceramic fiber modules which will not crack or fail when spanning wide areas. The insulation is dry fit for better refractory expansion, contraction and replacement. All seams are overlapped for reduced heat loss and increased thermal storage.

HEATING ELEMENTS - Heavy gauge coiled Kanthal wire of low watt density are secured in easy replaceable radiant panels. Radiant panels have "V" grooves open to the coils providing maximum radiation and faster heat response time. Alumina tubes support element wires through the insulation and protect against contamination. Elements are placed on side walls, door and back to provide uniform heat distribution throughout the chamber.

HEARTH PLATE - A 1.5" thick hearth plate supports the side heating elements, protects the floor insulation and provides a flat working surface.

THERMOCOUPLE - An 8 gauge Type (K) thermocouple assembly is located through the rear wall of the chamber near the heating element for rapid sensing of the chamber heat. Lead wire connects the thermocouple to the temperature controller.

DOOR - An air operated counterweighted vertical lift door is activated via a foot treadle. Foot treadle has a center stop position enabling operator to raise the door to any height. The door is lined with a combination of firebrick, mineral wool and castable to provide a low outside shell temperature. The door assembly is comprised of a set of angle iron uprights attached to the front of the furnace, sprockets on top of the uprights, counterweight and chain. The chain is connected to the door and rides over the sprockets to the counterweight. The air cylinder is connected to an outer sprocket on top of the uprights which drives the entire assembly. Pins extending from both sides of the door ride in tapered guides attached to the uprights that force the door against the vestibule brick to provide a tight seal.

DOOR SWITCH - A microswitch automatically disengages power to heating elements when door is opened to eliminate an electrical shock hazard to operator.

POWER CONTROLS - Mounted in a separate enclosure at the rear of the furnace will contain the following items:

(1) Magnetic contactor.
(1) 460 volt to 110 volt control transformer.
(1) Set of terminal blocks, instrument fuses and power connection terminals.

TEMPERATURE CONTROLS - Mounted in a separate panel attached to the right side of the furnace facing forward will contain the following items (Customer Requests Left Side Mount):

(1) Honeywell DC2500 1/4 DIN microprocessor based digital time proportioning temperature controller. Controller accuracy is +/- 0.25% of span (Typical +/- 1 digit for display.) A single setpoint heat ramp up to 4.25 Hours is provided.
(1) Control switch.

All wires are numbered and color coded for easy tracing of circuits.

FUSIBLE DISCONNECT SWITCH - Fusible disconnect switch wired and mounted on furnace required by OSHA if means of disconnecting power is not located nearby (Fuses included).

SHIPPING - The furnace is bolted to an oversized wooden pallet and all sub assemblies and accessories are securely attached to the furnace or pallet for shipping. The interior of the furnace chamber is cushioned and firmly braced to prevent shifting of the refractory components during shipment. The exterior of the furnace is protected with cardboard and bound with a heavy duty poly wrap for moisture protection and easier visual inspection. All necessary labels and markings are attached to the outside of the contents. The furnace is shipped via common carrier and/or as customer specifies.

INSTALLATION - Customer is responsible for inspecting, unloading, moving furnace to desired location and leveling and anchoring equipment as required. Customer is to supply utility connections, i.e. electrical, natural gas, air, water and atmosphere as applicable per Lucifer instruction manual. Additional assembly may be required for certain models with vertical lift door arrangements, alloy muffles, silicon carbide heating elements, hearth plates or special furnace accessories.

All Lucifer furnaces are factory wired and pretested prior to shipment. All electrical components are UL approved and rated to meet or exceed NFPA Codes 79 and 86.

A complete Instruction Manual is supplied with the furnace which includes start up and operating procedures, parts list, electrical schematics, and safety and maintenance guidelines.

Lucifer Furnaces, Inc. does not use asbestos or mercury in the manufacture of its products. Furnace chambers contain silica. Under normal operation exposure to silica is below OSHA PEL. During service work, protective measures to prevent inhalation exposure are required.

If your company has special electrical code requirements or furnace performance criteria, a copy of the specifications must be provided prior to the placement of a purchase order. Lucifer Furnaces, Inc. is not liable for any customer specifications not provided prior to placement of a purchase order. The enclosed Purchasing Data Sheet must be filled out and returned to Lucifer Furnaces with purchase order.

SALES DISCLAIMER- Lucifer Furnaces, Inc. guarantees the furnace and all related accessories will be designed and manufactured to operate as specified in this proposal. All descriptions and pricing in this proposal have precedence over all prior proposals and literature issued. Lucifer Furnaces, Inc. does not offer any guarantee on customer processes or heat treat results. We recommend a metallurgist be consulted or the application proven prior to the purchase of a furnace.

PRICE..... $25,190.00

SHIPMENT.....8 to 10 Weeks (Subject to Prior Commitments and 2 Week Summer Plant Shutdown).
FOB.....Destination (12200 E. Marginal Way South, Seattle, Washington).
TERMS..... Net 30 Days.
(Visa, MasterCard, American Express and Discover Accepted. A 4% Processing Fee Applicable)

PROPOSAL VALID FOR 30 DAYS

LUCIFER FURNACES, INC.

Robert Hauser
Sales Manager

RH/ra
May 26, 2016

TERMS AND CONDITIONS OF SALE

The following provisions form part of the transaction acknowledged and accepted on face hereof, as express agreements between LUCIFER FURNACES, INC. (Company) and the Buyer governing the terms and conditions of the sale, subject to modifications only in writing signed by an executive officer of the Company.

1. **GUARANTEE:** After shipment, LUCIFER FURNACES, INC. guarantees the following equipment built by the Company to be free from defective material and workmanship when properly operated and installed; a period of 1 Year for the furnace, 180 Days for heating elements, hearth plates and thermocouples. Honeywell temperature controls have a 2 Year guarantee. Merchandise not of its manufacture, supplied in piece or in component assemblies, is not covered by the above guarantee. The Company will give the Customer the benefit of such adjustments as it can make with the manufacturer. The warranty herein is in lieu of all other warranties and guarantees and may not be extended or enlarged, either verbally or in writing, unless over the written signature of an executive officer of the Company.

2. **DELIVERY:** Shipment dates named herein are estimates only, which the company will attempt to meet; but is assumes no responsibility for damages direct or consequential be reason of delay in shipment or non delivery. All shipments, unless otherwise specified on the face hereof, shall be either F.O.B. Warrington, PA or Sanford, NC and the Buyer assumes responsibility for damage or loss in transit. In the absence of shipping instructions, the Company shall not be liable or responsible by reason of the mode, or route of shipment. The acceptance by common carriers shall constitute delivery. Partial deliveries shall be accepted by the Buyer and paid for at the contract price upon maturity of bills therefore. If any part of the merchandise is not delivered, or is not in accordance with specifications, the order for the remainder of the merchandise and the respective obligations of the Buyer and Company in connection therewith shall in no way be affected.

3. **CLAIMS FOR SHORTAGES:** All claims for shortages or missing items of merchandise must be made to the Company in writing within 30 Days after receipt of shipment. Company assumes no responsibility for such shortage or missing items unless claim is so made.

4. **RETURNS AND CARRYING CHARGES:** No merchandise shall be returned by the Buyer unless such return is authorized by the Company upon its written consent only. The retention of goods without written claim or objection received by the Company within 15 Days from the date of shipment, shall constitute an unconditional acceptance of the same by the Buyer; and thereafter no such merchandise shall be returned nor any claim or liability relating to such merchandise survive against the Company.

5. **RESPONSIBILITY:** The Company does not assume any responsibility or liability with respect to use, misuse, purpose, or suitability and shall not be liable for damages of any character, whether direct or consequential, for defect, delay, or otherwise. The Company's liability and obligation being confined to the replacement in the manner aforesaid or defectively manufactured guaranteed parts failing within the time stated.

6. **SERVICE CHARGE:** Should the purchaser of any equipment built by the LUCIFER FURNACES, INC. request an inspector, demonstrator or service man to come to his plant to either assemble, demonstrate or service the equipment, such service will be rendered at a nominal charge plus expenses.

7. **CANCELLATIONS:** It is understood that if a Purchaser for any reason desires to cancel an order he will agree to pay the LUCIFER FURNACES, INC. for whatever expense has been incurred.

8. The amount of credit extended to Buyer may, from time to time, be changed by the Company, or may be entirely revoked, and if amount of credit available is exhausted by deliveries under this or any other contract, or if it is entirely revoked, the Company may at its option, require the Buyer to make payment in full for all merchandise previously delivered without awaiting the due date thereof; and may invoice to Buyer and hold at Buyer's risk any additional merchandise due under this contract and require Buyer to pay cash therefore before shipments.Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the City of Philadelphia in accordance with the rules of the American Arbitration Society. The judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

6.8 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: Puget Sound NAVY Shipyard
Company Address: BREMERTON, WA.
Company Phone:
Contact Person:
Dates: 4/22/16

Company Name: FLOW INTERNATIONAL
Company Address: KENT, WA.
Company Phone:
Contact Person:
Dates: 1/14/16

Company Name: EVERETT COMMUNITY COLLEGE
Company Address: EVERETT, WA
Company Phone:
Contact Person:
Dates: 12/11/15

Company Name: OMAX CORPORATION
Company Address: KENT, WA.
Company Phone:
Contact Person:
Dates: 11/20/14

SECTION 7 Bid Opening Label

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

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately

URGENT

King County

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

Bid No.: **1166-16-PLR**

Bid Title: Electric Box Furnace - Lucifer Furnaces, Inc., Model HL7-R36 or Approved Equal

Due Date:

Vendor:

URGENT