



KingCounty

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

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

CONTRACTOR:
PACIFIC GLASS INC
221 AIRPORT WAY
RENTON, WA 98057 United States
Fax: (425) 2770225

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

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

CONTRACT		
CONTRACT NO. 5872867	REVISION 0	PAGE 1 of 1
CREATION DATE 21-JUL-2016	BUYER LONNIE PLATT	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
7134	NET30DAYS	PREPAID AND ALLOW	DESTINATION	Seller Chooses	Telephone: (425) 2771800

DESCRIPTION

Term Agreement

Furnish architectural/commercial glass and/or repair services as requested by King County personnel during the period of July 29, 2016 through July 28, 2021, in accordance with King County ITB 1091-16-LCP and the responding bid of Pacific Glass, 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: \$157,342.50.

Authorized Signature

ORIGINAL



King County

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

Invitation to Bid

ADVERTISED DATE: MAY 03, 2016

Invitation to Bid (ITB) Title: Architectural/Commercial Glass and/or Repair Services

ITB Number: 1091-16-LCP

Due Date: May 17, 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 Architectural/Commercial Glass and/or Repair Services as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 349,685.00

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

PACIFIC GLASS, INC.

Address

P.O. BOX 445

City/State /Postal Code

RENTON, WA 98057

Signature

Print name and title

BERNIE THUERINGER, PRESIDENT

Email

Phone

Fax

bernie@pacific-glass.com 425-277-1800 425-277-0225

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.

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 shall be completed, signed, and submitted. The submittal shall also contain one (1) complete version of this solicitation document save in PDF format including Attachment A – Pricing, saved in Excel format - all which shall all be saved either on one (1) compact disks or flash drive. 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 Solicitations and Bidding opportunities are under the Procurement & Payables "for Business" 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 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.

2.6 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.

2.7 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.

2.8 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.”

2.9 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 Contractor 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 be submitted and approved prior to awarding a Contract.

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 for approval to King County an Equal Benefits Substantial Compliance Authorization Form.

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 Contract Value

The estimated annual value of this contract is approximately \$35,000. 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 prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.5 Packing Slips

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

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

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

4.6 Use Report

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

4.7 Prevailing Wages

King County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County is providing the following applicable prevailing wage rate information:

- A. State of Washington prevailing wage rates published by the Washington State Department of L&I (L&I) are obtainable from the L&I website address:
 - <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- B. This project is located in King and/or Snohomish County; therefore, the King and/or Snohomish County wage rates must be used.
- C. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid document or as revised per addenda.

A copy of the applicable prevailing wage rates are also available for viewing at the County's Procurement offices located at 401 Fifth Avenue, Third Floor, Seattle, WA 98104-1818. Upon request, the County will mail a hard copy of the applicable prevailing wage rates for this project.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

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

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

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

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

4.13 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

4.14 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: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit;

Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage;

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

Employers Liability Stop Gap: \$1,000,000

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

SECTION 5 Technical Specifications/Scope of Work

5.1 Introduction of Specifications

- A. The purpose of this Invitation to Bid is to contract for the provision, installation and repair services for architectural/commercial glass installed at/in various County buildings, as requested by authorized King County personnel, on an as-needed basis.

5.2 Contractor Qualifications

- A. The Contractor shall:
1. Be licensed, bonded, and insured.
 2. Have approximately two (2) years of business experience providing a full range of architectural/commercial glass services.
 3. Provide qualified, trained, and professional personnel in all areas of the services herein, including but not limited to; customer service, accounting, sales, services, shipping, and receiving.
 - a. The Contractor's technicians shall have at least two (2) years minimum experience in the installation and repair services related to architectural/commercial glass.
 4. Furnish all labor, tools, materials, replacement parts, equipment, consumables, supplies, supervision, and do everything necessary to perform the required services in accordance with all the terms, conditions, and specifications contained herein.
 5. Operate out of a commercial facility which shall be open, available, and accessible to King County personnel a minimum of eight (8) consecutive hours per day, anytime between 6:00 a.m. and 6:00 p.m. Pacific Time (PT), Monday through Friday.
 6. Be accessible and able to provide emergency services within four (4) hours after the receipt of an order and shall be available twenty-four (24) hours per day, seven (7) days a week – including all observed holidays.
 7. Have technicians that are experienced and certified from the manufacture or from an accredited program or institute in the standard practice for installing architectural/commercial glass.
 8. Have the ability to assign an individual account number to each King County Department/Agency.

5.3 General Requirements

- A. The Contractor shall be able to perform all duties necessary and as required by the King County Project Manager (PM) or designee.
- B. The Contractor shall be able to perform the necessary services on single story and/or all high-rise buildings.
- C. All work performed shall be in accordance with the industry standards and practices and comply with all applicable City, County, State, and Federal Government laws and regulations.

- D. No claim by the Contractor shall be considered acceptable or considered by King County for the inability to provide such services specifically stated under these specifications unless approved and authorized in writing by the PM or the designee.
 - 1. The Contractor is unable to supply the product or service on time or within the allowable time constraint determined by the Manufacture or by the PM or the designee.
 - a. Considerations may be made due to extreme weather conditions whereby only emergency travel is permitted, natural disasters caused by forces of nature, or delays caused by King County. All other causes may be deemed unacceptable by the PM or the designee.

5.4 Assignments

- A. The Contractor shall assign a dedicated team to manage all accounts for King County.
 - 1. The dedicated team shall consist of personnel within the sales, service, and accounting departments.
 - 2. Upon request, the Contractor shall provide to each PM or the designee the dedicated teams contact information, job title, and a flow chart referencing whom that individual reports to.
 - 3. In the event the dedicated team member is not available, the Contractor shall request if another support personnel can assist the PM or the designee.

5.5 Order Processing and Confirmations

- A. Unless otherwise stated, all requests/orders shall be processed within a two (2) hour window from the time of receipt.
- B. The Contractor shall confirm all orders.
 - 1. Notification shall be in the form of email or phone call and shall be directed to the PM or the designee.
- C. The Contractor shall immediately notify the PM or the designee with an order status regarding notification from a manufacturer that an item on an existing order will be delayed or not be exactly as ordered or when any product is unavailable do to the following reasons:
 - 1. Discontinued
 - 2. Backorder
- D. The Contractor shall offer an alternative product for any item that is discontinued or is on a manufacture back order.
 - 1. It shall be in the discretion of the PM or the designee to accept or reject the alternative product offered.
 - 2. Any alternative product accepted shall be approved in writing by the PM or the designee via a change order prior to the Contractor processing such order.
- E. The Contractor shall be responsible for confirming actual measurements, take-offs, and/or other required specifications for quoting, servicing, and pricing purposes.

- F. The Contractor shall notify the PM or the designee of any anticipated problems or compatibility issues related to parts and/or service.
- G. The Contractor shall clearly communicate in writing to the PM or the designee regarding any anticipated problems or issues prior to beginning service.

5.6 Response Time - Preventative Maintenance and Repair Services

A. Service Response Time

- 1. The response time shall be defined as the total time it takes the Contractor to arrive on site and check in with the PM or the designee to perform the required service. The time shall start at the moment the initial contact is made between King County and the Contractor or Contractor's designated answering service.
 - a. Non- Emergency Services
 - (1) The Contractor shall coordinate and schedule service at the time a request is made, or attempt to schedule a service date within two (2) hours after such request has been made with the PM or the designee.
 - i. Attempt to Schedule can be in the form of voice mail or email to the PM or the designee.
 - b. Emergency Repair Service:
 - (1) The Contractor shall be on site to perform all emergency services within a four (4) hour period unless otherwise agreed upon in writing by the PM or the designee.

5.7 Check in

- A. Upon arrival at each site, the Contractor shall check in with the PM or the designee prior to starting any type of service.

5.8 Repair Services

- A. All maintenance and repair services shall be performed by personnel directly employed and supervised by the Contractor.
- B. Service rendered shall be during the Contractor's regular business hours unless otherwise approved in writing by the PM or the designee.
- C. Unless otherwise agreed upon, all repair services shall be performed on-site at the designated County location.
- D. The Contractor personnel shall be up to date with all the required training, certifications, and education to fulfill the obligations within this contract.
- E. The Contractor may determine that more than one (1) technician is required to perform the specific services specified in the Contract for safety reasons.
- F. Repair services shall include everything necessary to furnish, repair, and /or install architectural/commercial glass. This includes but is not limited to: Profit, labor, transportation, equipment, permits, and all other direct and indirect overhead costs.
 - 1. Labor for all projects shall be billed in fifteen (15) minute increments rounded to the nearest quarter hour.

2. Rental rates shall be billed per the allowable rental rate time constraints.
- G. The Contractor shall consult with the PM or the designee if any additional work is required and when the Contractor will return to complete the work.
- H. In the event the repair services are being performed and the Contractor cannot repair or install the architectural/commercial glass, or the Contractor's technician requires additional parts, material, equipment, tools, etc., the window opening shall be properly sealed to prevent human or rodent access and/or any weather elements or undesirable specimen from entering into the building prior to the Contractor leaving the County facility unless a designated County representative provides authorization in writing to leave the opening open.
- I. All operating window component, doors, etc. shall be fully functional once the Contractor has completed the required service.
- J. Overtime shall not be taken into consideration to complete the project as scheduled due to the following reasons unless it has been approved in writing by the PM or the designee:
 1. Poor planning by the Contractor.
 2. Lack of personnel anytime during the project period.
 3. Contractor inefficiencies.
 4. Product availability.
- K. County tools, County general supplies, or County equipment shall not be made available to the Contractor to use unless authorized in writing by the PM or the designee.

5.9 Quotes

- A. When requested by the PM or the designee, the Contractor shall provide an itemized quote related to each project.
- B. All quotes shall be reviewed and approved by the PM or the designee prior to the start of work.

5.10 Shipping and Delivery

- A. All Shipping charges shall include but will not be limited to; handling, packaging, palletizing, crating, fuel surcharge, travel fee, processing fee, and all things necessary for shipping and handling purposes.
 1. Stocked/Non-Stocked Glass, Parts, Material, and other Components.
 - a. Unless otherwise stated or agreed upon, all orders shall be shipped via ground to the designated location and shipped as soon as possible once an order is placed.
 2. Oversized Goods and Material
 - a. Oversized product are those items that may be delivered to King County that require a tractor trailer for transportation and delivery purpose and require special arrangements and advance notice to off load items such as a special lift or crane.

- (1) The Contractor shall prorate the freight charges that are applied to the contract price when products are oversized.
 - (2) Freight charges shall be prepaid and added to the invoice and shall not exceed the Contractors actual cost.
3. Rush Orders
 - a. King County shall determine the shipping requirements prior to placing an order.
 - (1) King County will not accept nor authorize payment for shipping charges unless a rush delivery was specifically requested in writing (including emails) by the PM or the designee.
 - (2) Rush orders may incur shipping and handling charges which shall be prepaid and added to the invoice by the Contractor.
 - (3) The Contractor shall prorate the freight charges that are applied to the contract price when products are to be expedited.
 - (4) Shipping and handling charges shall not exceed the actual shipping and handling cost paid by the Contractor for such orders.
4. Will Call Orders (if applicable)
 - a. The Contractor shall remove all shipping charges that are applied to the contract price when products are to be placed in will call.
 - b. The Contractor shall notify the PM or the designee when the product is ready for picked up.
 - c. In the event the Contractor does not have the product readily available, the Contractor shall immediately notify the PM or the designee.

5.11 Safety

- A. The Contractor's personnel shall wear the appropriate clothing, footwear, safety devises (such as gloves, safety glasses, harnesses, hard hats, back supports, etc.) and present at all times a form of identification of which organization they represent while providing services within/on King County properties.
- B. The Contractor shall be responsible for the security of their equipment, tools, supplies, material, personal belongings, and rented equipment brought onsite. The County will take no responsibility for such items being lost, stolen, misplaced, vandalized, or damaged.

5.12 Permits

- A. The Contractor shall obtain all necessary permits as required by the City, County, and State prior to the work start date. These permits may include but shall not be limited to: Blocking off sidewalks and roads when working overhead.
 1. The Contractor may invoice the County for the actual cost of these permits. Permit paperwork, including an itemized receipt shall be submitted with the invoice. Permit fees shall be shown as a separate line item on the quote and on the invoice.

5.13 Rental

- A. In the event the Contractor has to rent equipment to perform the required services, the Contractor shall notify the PM or the designee in writing prior to proceeding.
 - 1. The Contractor shall provide a quote referencing the type of rental equipment that will be required, the rental hours, market rental rate, and the applied discount if any.
 - 2. All quotes shall be approved in writing by the PM or the designee prior to obtaining the equipment.
- B. The Contractor shall not apply additional charges or fees that are not associated to the particular job or for any additional rental hours it takes to perform such task.
 - 1. When requested by the PM or the designee, the Contractor shall provide a copy of the original rental documentation within twenty-four (24) hours.

5.14 Site Maintenance

- A. The Contractor shall keep the work site clean and free from rubbish and debris.
- B. Materials and equipment shall be removed from the site when they are no longer necessary.
- C. Upon completion of the work and before acceptance of the work, the work site shall be cleared of equipment, unused materials, and other debris associated with the completed work to present a clean and neat appearance.

5.15 Product Disposal

- A. The Contractor shall properly dispose all architectural/commercial glass and other debris at the Contractors facility unless the PM or the designee requests otherwise.

5.16 Other Related Items

- A. Any resulting Contract awarded upon this ITB may be expanded to cover related products; provided such products are normally furnished by the Contractor.
- B. The Contractor shall agree to provide related products using the same pricing structure as covered under the Contract.

5.17 Recalls

- A. All recall notices shall be sent electronically to the Buyer and the PM or the designee, addressing the King County purchase order number(s) if applicable, contact information for the recall, the recall issue date, the description of the recalled item, the product number, the reason for the recall, and the actions that need to be taken. Other information (if applicable) shall include but will not be limited to; recall number, supplier batch number, and lot number.

5.18 Reports

- A. Repair Service Reports:
 - 1. The Contractor shall prepare a service report detailing the work performed. The service report shall be provided to the PM or the designee and include at a minimum the following information:
 - a. Date of Service

- b. Contractors technician's name and phone number
 - c. PM or the designee name
 - d. Arrival time
 - e. Departure time
 - f. Site name, Address, and General Location
 - g. Architectural/commercial glass type
 - h. Scope of work
- (1) Summary of the work performed including identifying the probable cause for the needed repair.

B. Usage Reports

1. The Contractor shall provide via email to the Buyer a quarterly part and glass usage report in an Excel format. The report shall consist of all part orders including those that are used for repairs/services. All reports submitted are to 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 include at a minimum:
- i. Order/Service Date
 - ii. Quantity Ordered
 - iii. Unit of Measure
 - iv. Contractor Part Number
 - v. Type of Glass
 - vi. Description (including size and thickness)
 - vii. Manufacture Name
 - viii. Manufacture Part Number
 - ix. Price
 - x. Payment Method - (Credit Card or Purchase Order)
 - xi. King County Department/Agency Name/Account Number
 - xii. Type of Order – Parts/Service
 - xiii. Contracted Item (Y/N)

5.19 King County ID Badge

- A. Certain King County agencies may require that the Contractor's service technicians working onsite at specific locations obtain a King County provided ID badge prior to performing any type of service.

1. King County ID badges shall be coordinated between the PM or the designee, and the Contractor. This includes but is not limited to:
 - a. Issuance
 - b. Returning
- B. All King County ID badges shall be worn by the Contractor's personnel while performing work at those designated sites.

5.20 Background Checks

- A. All representatives assigned to work at the secured facilities shall undergo and pass a background check conducted by King County Department of Adult and Juvenile Detention.
 1. The Contractor shall submit Attachment B – Authorization Form for Criminal History Reference Check and Attachment C – Prison Rape Elimination Act (PREA) and Security Orientation for Contracted Professionals, Agency Service Providers, and Volunteers for each representative who will be onsite to evaluate or perform service at the secured facilities. Other forms and documentation may be required upon request. These documents shall be sent within three (3) days after the Contract is awarded to:

King County Department of Adult and Juvenile Detention
Human Resources Division (M/S: KCF-AD-0600)
500 5th Avenue, Seattle, WA 98104
(206) 477-1429 phone
(206) 205-5666 fax
jermaine.mize@kingcounty.gov
 2. New Employees
 - a. The Contractor shall submit the required background check information for all new representatives who may perform services at the secured sites during the Contract period.
 - (1) All new employees shall pass the background check prior to performing services at the secured facilities.
 3. Background checks will be done periodically to maintain building security and the Contractor's representative's ability to access the secured sites.

5.21 Secured Facilities

- A. King County secured facilities include but will not be limited to:
 1. King County Correctional Facility (KCCF)
 2. King County Juvenile Detention Center
 3. King County Norm Maleng Regional Justice Center (MRJC)

5.22 King County Escort

- A. King County agencies may require to escort the Contractor's representative during repair services. Escort services will be coordinated and provided by King County.

5.23 Additions

- A. The County reserves the right to add or discontinue sites and services at any time with or without notice or cause.
- B. The County reserves the right to add architectural/commercial glass and similar services on the Contract at any time via Contract Change Order.

5.24 Damage to Existing Property

- A. The Contractor shall execute all work in an orderly and careful manner with due consideration to the existing and surrounding structures, surface finishes, and facility usages.
- B. The Contractor shall be held responsible for any damage to existing structures, work, materials and/or equipment because of its operations.
- C. The Contractor shall repair and/or replace any damaged properties, structures, finishes, materials, and/or equipment damaged by the Contractor to the satisfaction of and at no additional cost to the County.

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

A. Primary Location

Physical Address: 221 AIRPORT WAY, RENTON, WA 98057

Mailing Address: P.O BOX 445, RENTON, WA 98057

Name of Contact Person: BERNIE THUERINGER

Email: bernie@pacific-glass.com

Telephone No. (Local/Toll Free): 425-277-1800

Fax No. (Local/Toll Free): 425-277-0225

UBI No.: 601 088 354

DUNS No. _____

Washington State Contractor's License (if applicable): PACIFIC 101N4

Business hours and days of operation:

Hours: 8 a.m. to 5 p.m. Days: MONDAY to FRIDAY

Service Department Hours and days of operation:

Hours: 8 a.m. to 5 p.m. Days: MONDAY to FRIDAY

List Holiday's Observed NEW YEARS DAY, CHRISTMAS, DAY BEFORE
THANKSGIVING, LABOR DAY, MEMORIAL DAY, CHALISENB
INDEPENDENCE DAY

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 425-277-0225

6.3 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 MARTY THUERINGER

Telephone Number 425-277-1800

Emergency Number 206-510-7961

B. The Contractor shall update the emergency contact whenever a change is made and provide the new contact information to the PM or the designee.

6.4 Remit Address (where payment will be mailed)

A. Primary Location

Physical Address (if applicable): _____
Mailing Address: P.O Box 445, RENTON, WA 98057
Name of Contact Person (if applicable): BERNIE THUERINGER
Email (if applicable): bernie@pacific-glass.com
Telephone No. (Local/Toll Free): 425-277-1800
Fax No. (Local/Toll Free): 425-277-0225

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 _____ % - _____ 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: _____
- _____
- _____

6.7 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: EDI CONSTRUCTION
Company Address: 12920 SE 95TH WAY, NEWCASTLE, WA 98056
Company Phone: 425-255-5467
Contact Person: CHUCK
Dates: 2013 - DATE

Company Name: CITY OF RENTON
Company Address: 1055 SOUTH GRADY WAY, RENTON, WA 98057
Company Phone: 425-430-6653
Contact Person: FACILITIES DEPT
Dates: 2012 - DATE

Company Name: RENAISSANCE HOTEL
Company Address: 515 MADISON ST, SEATTLE, WA 98104
Company Phone: 206-583-0300
Contact Person: KELLY LUEBSDORF
Dates: 2014 - DATE

Company Name: WEST FREEMAN PROPERTIES
Company Address: 1810 15TH AVE, SEATTLE, WA 98127
Company Phone: 206-285-0243
Contact Person: ANTONIO
Dates: 2013 - DATE

Attachment A - Pricing
Architectural/Commercial Glass and Repair Services
1091-16-LCP

To be considered responsive, Bidders shall complete Attachment A electronically and bid on all Line No.'s in all Schedules as listed in Attachment A -Pricing. The bid pricing will be evaluated based on adding all Schedule totals (1, 2, 3, 4, and 5) together to determine the lowest responsive bidder.

Schedule 1 – General Material: Bidder shall provide the unit price. The estimated quantity per year will be multiplied by the unit price to determine the extended price.

Schedule 2 – Specialized Material: Bidder shall provide the unit price. The estimated quantity per year will be multiplied by the unit price to determine the extended price.

Schedule 3 – Hardware: Bidder shall provide the discount off of the manufactures suggested list price (MSLP). The discount will be subtracted by the estimated quantity per year to determine the extended price.

Schedule 4 – Equipment Rental: Bidder shall provide the discount off of the market rental price. The discount will be subtracted by the estimated quantity per year to determine the extended price.

Schedule 5 – Hourly Service Rates: Bidder shall provide the hourly rate. The estimated quantity per year will be multiplied by the hourly rate to determine the extended price.

Schedule 1 - General Material

Item No.	Description of Architectural/Commercial Glass	Estimated Qty. Per Year	Unit of Measure	Unit Price	Extended Price
1	Laminated Safety Glass, 1/4" thick	500	Sq. Ft.	\$ 13.60	\$ 6,800.00
2	Tempered Glass, 3/16" thick	1000	Sq. Ft.	\$ 9.00	\$ 9,000.00
3	Tempered Glass, 1/4" thick	800	Sq. Ft.	\$ 9.50	\$ 7,600.00
4	Wired Obscure Glass, 1/4" thick	800	Sq. Ft.	\$ 15.00	\$ 12,000.00
5	Wired Clear Glass, 1/4" thick	650	Sq. Ft.	\$ 12.50	\$ 8,125.00
6	Plate Glass (Annealed Glass), 1/4" thick	500	Sq. Ft.	\$ 7.75	\$ 3,875.00
7	Plate Glass (Annealed Glass), 3/16" thick	500	Sq. Ft.	\$ 8.50	\$ 4,250.00
8	18 oz. Non-Glare Picture Frame Glass	200	Sq. Ft.	\$ 10.00	\$ 2,000.00

Attachment A - Pricing
Architectural/Commercial Glass and Repair Services
1091-16-LCP

9	Clear Mirror, 1/4" thick	150	Sq. Ft.	\$ 10.00	\$ 1,500.00
10	Insulated Clear Tempered Glass, 3/16" thick	500	Sq. Ft.	\$ 20.45	\$ 10,225.00
11	Clear Tempered Glass, 3/16" thick	400	Sq. Ft.	\$ 9.00	\$ 3,600.00
12	Clear Tempered Glass, 1/4" thick	400	Sq. Ft.	\$ 9.50	\$ 3,800.00
13	Insulated Clear Tempered Double Pane, 3/16" thick	800	Sq. Ft.	\$ 20.45	\$ 16,360.00

Schedule 1 Total: \$ 89,135.00

Attachment A - Pricing
Architectural/Commercial Glass and Repair Services
1091-16-LCP

Schedule 2 - Specialized Material					
Item No.	Description of Architectural/Commercial Glass	Estimated Qty. Per Year	Unit of Measure	Unit Price	Extended Price
1	Glass Clad Polycarbonate (Clear) 40 min.; 1/8" clear and 1/8" clear heat tempered or chemically strengthened glass laminated to each side of core, to consist of three 1/8" poly carbonate plastic sheets laminated to each other; nominal thickness 0.70". Preferred short direction span 2' - 6"	500	Sq. Ft.	\$ 150.00	\$ 75,000.00
2	Glass Clad Polycarbonate (Clear) 30 min.; 1/8" clear (attack side) and 1/8" (clear) secure side, heat tempered or chemically strengthened glass laminated to each side of 1/4" thick polycarbonate sheet; nominal thickness 0.60"	500	Sq. Ft.	\$ 125.00	\$ 62,500.00
3	1" OA 1/4" clear tempered over 1/4" bronze tempered exterior of Jail	500	Sq. Ft.	\$ 22.25	\$ 11,125.00
4	Polycarbonate Mar Resistant, 1/2" thick	500	Sq. Ft.	\$ 52.00	\$ 26,000.00
5	Polycarbonate Mar Resistant, 3/4" thick	500	Sq. Ft.	\$ 85.00	\$ 42,500.00
6	Tempered Laminated Glass Interior Cell, 1/2" thick	500	Sq. Ft.	\$ 23.50	\$ 11,750.00

Schedule 2 Total: \$ 228,875.00

Attachment A - Pricing
Architectural/Commercial Glass and Repair Services
1091-16-LCP

Schedule 3 - Hardware					
Item No.	Description	Estimated Qty. Per Year	Unit of Measure	Discount off of MSLP	Extended Price
1	Architectural/Commercial Glass Hardware	1500	Dollars	5%	\$ 1,425.00

Schedule 3 Total: \$ 1,425.00

Schedule 4 - Equipment Rental					
Item No.	Description	Estimated Qty. Per Year	Unit of Measure	Discount off of Market Rental Price	Extended Price
1	Equipment Rental - Market Rental Rate	2500	Dollars	0%	\$ 2,500.00

Schedule 3 Total: \$ 2,500.00

Schedule 5 - Hourly Service Rates					
Item No.	Description	Estimated Qty. Per Year	Unit of Measure	Hourly Rate	Extended Price
1	Standard Rate - During Contractors normal standard business hours.	100	Hour	\$ 150.00	\$ 15,000.00

Attachment A - Pricing
Architectural/Commercial Glass and Repair Services
1091-16-LCP

2	Overtime Rate - All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half times the hourly rate of wage.	30	Hour	\$ 225.00	\$ 6,750.00
3	Double Time Rate / Holiday Rates - All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.	20	Hour	\$ 300.00	\$ 6,000.00

Schedule 4 Total: \$ 27,750.00

Total Bid Price for Schedule 1, 2, 3, 4, and 5: \$ 349,685.00

(Transfer the Total Bid Price to Cover Page:)



King County

Department of Adult and Juvenile Detention

**A REQUIRED PREA DOCUMENT IS ATTACHED.
DUE TO THE NATURE OF THE INFORMATION, PLEASE READ THE MESSAGE BELOW.**

WARNING - NOTICE OF EXPLICIT CONTENT

The enclosed information provides an explanation of the Prison Rape Elimination Act (PREA) and may contain explicit language and content. The Department of Adult & Juvenile Detention is committed to supporting the elimination, reduction and prevention of sexual abuse and sexual harassment within its facilities. This PREA orientation is provided to all volunteers, vendors, contractors and visitors entering the facilities with the intent to clearly outline prohibited acts that violate PREA. This information is not only important for your knowledge, awareness and safety, but also to protect our detained population.



King County

Department of Adult and Juvenile Detention

PRISON RAPE ELIMINATION ACT (PREA) & SECURITY ORIENTATION FOR CONTRACTED PROFESSIONALS, AGENCY SERVICE PROVIDERS AND VOLUNTEERS

DAJD MISSION STATEMENT - The Department of Adult and Juvenile Detention contributes to the public safety of the citizens of King County and Washington State by operating safe, secure, and humane detention facilities and community corrections programs, in an innovative and cost-effective manner.

PREA - The Prison Rape Elimination Act (PREA) was signed into law September 4, 2003. It supports the elimination, reduction and prevention of sexual assault and sexual harassment within the corrections systems. The law was designed and passed to: establish a zero-tolerance standard for the incidence of rape in prisons in the United States, make the prevention of prison rape a top priority in each prison system, develop and implement national standards for the detection, prevention, reduction, and punishment of prison rape, increase available data and information on the incidence of prison rape, increase the accountability of prison officials who fail to detect, prevent, reduce, and punish prison rape.

DAJD policy 6.04.001 Prison Rape Elimination Act mandates zero tolerance toward all forms of sexual abuse and sexual harassment. The occurrence of sexual abuse and sexual harassment undermines the public support of law enforcement, creates a hostile environment and is not consistent with DAJD's mission of operating safe, secure and humane detention facilities.

SEXUAL ABUSE - Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident: Contact between the penis and the vulva or the penis and the anus, including penetration, however slight; Contact between the mouth and the penis, vulva, or anus; Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire; Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire; Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire; Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described above; Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident.

SEXUAL HARASSMENT - Sexual Harassment is repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

PROSECUTION - Custodial Sexual Misconduct - (Class C Felony) When an employee or contract personnel of a correctional agency has sexual intercourse with a resident of a state, county, or city adult or juvenile correctional facility, including but not limited to jails, prisons, detention centers, or work release facilities, or is under correctional supervision, RCW 9A.44.160.

Custodial Sexual Misconduct - (Gross Misdemeanor) When an employee or contract personnel of a correctional agency has sexual contact with a resident of a state, county, or city adult or juvenile correctional facility, including but not limited to jails, prisons, detention centers, or work release facilities, or is under correctional supervision, RCW 9A.44.170.

The DAJD will conduct an administrative or criminal investigation for all allegations of sexual abuse and sexual harassment. Allegations of sexual abuse or sexual harassment will be referred for investigation to the Seattle or Kent Police Departments to conduct criminal investigations unless the allegation does not involve potentially criminal behavior.

KNOWLEDGE OF SEXUAL MISCONDUCT - If you become aware of an incident of sexual misconduct of any kind, you are to immediately notify Corrections Staff in order to prevent further misconduct. If an inmate is acting inappropriately, also immediately notify Corrections Staff to have the behavior stopped. Corrections Staff are responsible for the Jail's security and the safety of all inmates and personnel. Remember that there can never be consensual sex in a custodial relationship. Exceptions to this paragraph include confidentiality associated with Rules of Professional Conduct for attorneys.

FACILITY ACCESS - Access into the jail is a privilege. Do not use your access for any reason or purpose that is not directly associated with the service you are contracted to provide. Do not use any DAJD property for personal matters, or present yourself as a representative of King County DAJD. Visiting of any family member or friends that may be in custody must be on their visiting days and at the window visiting booths only. You are here to provide a specific service, which is specifically stated in your contract. You are only permitted to provide this service as authorized per DAJD. Persons who appear under the influence of drugs or alcohol, or have a detectable odor of alcohol shall be denied facility access.

SEARCHES - All persons are subject to search by Corrections Staff at any time while inside the Jail Facilities. This would include metal detector screening and/or consensual "frisk search" (pat down) for entry purposes. Searches may also be conducted if there is reasonable suspicion that you are trafficking contraband.

INMATE CONTACT PROHIBITED - Do not give any item to any inmate or to any inmate's family member or friend, except for legal documents exchanged between attorneys or their authorized staff and clients. Do not accept any gift, personal service or favor from an inmate, or from any persons that may be related to or associated with an inmate. Do not accept anything given to you, to be given to an inmate. If an inmate requests you to pass something to another inmate it should be reported to Corrections Staff immediately. Possession of contraband or introduction of contraband into the Jail is prohibited and shall result in loss of professional access, and may result in criminal charges. Any behavior that creates a conflict of interest between your responsibilities as a contractor or service provider will result in your facility access being denied.

You are expected to maintain a professional interaction at all times with the inmate population. Personal disclosure, interaction, and communication, including written correspondence and physical contact, are inappropriate. Don't assume you know the inmate's behavior. Touching, hugs, and physical contact with inmates can be misinterpreted, even though innocently done. Personal disclosures about yourself can be misunderstood or used to manipulate you. A jail culture is very different from mainstream society. Physical contact, personal contact and/or communication with inmates can result in termination of jail access.

DRESS & APPEARANCE - Dress shall be appropriate and professional for the service you are providing. Do not allow inmates access to any of your personal attire at any time (e.g. hats, gloves, coats, sweatshirts, etc.). **WEAPONS ARE PROHIBITED.**

EXCEPTIONS TO THE ABOVE - There may be exceptions to the above requirements, including: medical or mental health services, attorney-client privileges, or privileged religious communications. These confidential, legal and ethical standards will be considered and honored in addition to the PREA and Security standards (e.g., confidential communications, shaking of hands between attorney and client, etc.). The above requirements are not meant to preempt the Rules of Professional Conduct.

Your signature acknowledges that you have read and understand these guidelines.

Print name BERNIE THUERINGER Date 5/17/16

Signature 

Invitation to Bid Addendum #1



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

ADDENDUM DATE: MAY 13, 2016

Invitation to Bid (ITB) Title: Architectural/Commercial Glass and/or Repair Services

ITB Number: 1091-16-LCP

Due Date: May 17, 2016 – 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

This addendum is issued to revise the original Invitation to Bid, advertised on Tuesday, May 03, 2016 as follows:

1. The bid Due Date to shall remain the same as Tuesday, May 17, 2016 no later than 2:00 p.m.
2. **Add the following language.**

“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.



5/17/16

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