



**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](http://www.kingcounty.gov)

**CONTRACTOR:  
TOTAL RECLAIM INC  
PO BOX 24996**

SEATTLE, WA 98124 United States  
Fax: (206) 3437445

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

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

CONTRACT		
CONTRACT NO. 5885082	REVISION 0	PAGE 1 of 1
CREATION DATE 14-SEP-2016	BUYER LINDA MCKINLY	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
2152	2%20DAYS/NET30DA YS	PAID	DESTINATION	UPS	Telephone: (206) 343-7443

**DESCRIPTION**

Furnish appliance hauling and processing services as requested by authorized King County Department of Natural Resources and Parks - Solid Waste Division personnel, during the period September 19, 2016 through September 18, 2021. This contract is issued in accordance with the terms and conditions of Invitation to Bid number 1289-16-LSM and the submitted response of Total Reclaim Inc. (excludes Schedule B, Line Item #3-Electronics) both incorporated by reference as if fully set forth herein.

Estimated Annual Contract Value \$150,000

Authorized Signature

# Invitation to Bid



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

**ADVERTISED DATE: AUGUST 4, 2019**

Invitation to Bid (ITB) Title: Appliance Hauling and Processing

*ORIGINAL*

ITB Number: 1289-16-LSM

Due Date: August 25, 2016 - 2:00 p.m.

Buyer: Linda McKinly, [linda.mckinly@kingcounty.gov](mailto:linda.mckinly@kingcounty.gov), 206- 263-9701

Alternate Buyer: Victoria Nakamichi, [vicki.nakamichi@kingcounty.gov](mailto:vicki.nakamichi@kingcounty.gov), 206-263-9299

Furnish appliance hauling and processing services as requested by King County Department of Natural Resources and Parks- Solid Waste Division personnel in accordance with the attached instructions, requirements and specifications.

**TOTAL BID PRICE:** \$ ~~144,675.39~~ 146,151.44

**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 Total Reclaim, Inc.		
Address 2200 - 6th Avenue S		City/State /Postal Code Seattle/WA/98134
Signature 	Print name and title Craig Lorch, Vice President	
Email <a href="mailto:clorch@totalreclaim.com">clorch@totalreclaim.com</a>	Phone 206-343-7443	Fax 206-343-7445
Company Headquarters Located in State/Province of Washington		
SCS/DBE Certification Number none		

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

## **“ALERT”**

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

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

## **SECTION 1 Instruction to Bidders**

### **1.1 Introduction**

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

### **1.2 Bid Submittal Procedure**

The original and one (1) copy of this entire solicitation document shall be completed, signed and submitted along with an electronic copy in native format, submitted on compact discs or flash drives, one (1) required. Failure to return this 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” or facsimile 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.

To improve our service, if a firm chooses not to submit a bid, the County requests the firm advise the Buyer by email 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](http://www.kingcounty.gov/procurement). Current bidding opportunities and information are available by accessing Solicitations & Bids.

King County Procurement & Payables Section 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 firms 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 person or in writing by the Bidder or authorized representative.

### **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 ninety (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 a 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 a 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 their 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 the contract.

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

## **2.4 King County Contracting Opportunities Program**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of an incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, visit the King County Contracting Opportunities Program Web-site at [www.kingcounty.gov/BDCC](http://www.kingcounty.gov/BDCC) or contact 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](#), if not provided to King County within the past two (2) years.
- **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**

The 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 the 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 (1) 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**

The 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 the 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 the 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 the 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 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.

### **3.4 Re-procurement Costs**

When a Contractor fails to furnish goods or services in accordance with the terms of the 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.

### **3.5 Termination For Convenience/Default/Non-appropriation**

#### **A. Termination for Convenience**

The County for its convenience may terminate the 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 the 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 the Contract shall in no way relieve the Contractor from any of its obligations under the 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 the 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 the 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 the Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in the Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

### **3.6 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 the 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 the 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 the 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.

### **3.7 Taxes, Licenses, and Certificate Requirements**

The 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 the 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 the Contract.

### **3.8 Assignment**

Neither party shall assign any interest, obligation or benefit under or in the 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, the 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 the 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.

### **3.9 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 the Contract.

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

### **3.10 Applicable Law and Forum**

Except as hereinafter specifically provided, the 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 the Contract shall only be filed in either the King County Superior Court or U.S. District Court for the Western District of Washington, in Seattle.

### **3.11 Conflicts of Interest and Non-Competitive Practices**

By entering into the 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 the 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 the Contract to perform Work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure the 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 the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Contract.

### **3.12 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 the Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

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

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

### **3.13 Maintenance of Records/Audits**

The Contractor shall maintain, and shall require any subcontractor 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 the 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 the 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 subcontractor, 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 the Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under the 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 the 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 (1) 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 (1) 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.

### **3.14 Other Public Agency Orders**

Other federal, state, county and local entities may utilize the terms and conditions established by the 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 the Contract to other governmental agencies, the 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 Payables Section not less than twice per year, on July 31<sup>st</sup> and January 31<sup>st</sup> 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.

### **3.15 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).

### **3.16 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.

### **3.17 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 the Contract.

### **3.18 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 the 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.

### **3.19 Nondiscrimination and Equal Employment Opportunity**

- A. Nondiscrimination in Employment - During performance of the 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 the 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 the 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](http://www.kingcounty.gov/bdcc).
- F. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this subsection 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 the Contract and by applicable law.

### **3.20 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 the Contract. Absent authorization for delayed or alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of the Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

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

Delayed Compliance - If the 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 completed submitted to the Buyer for review and approval.

Alternative Compliance - If the 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 to the Buyer, an Equal Benefits Substantial Compliance Authorization Form for review and approval.

The Substantial Compliance Authorization Form can be found at:

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

### **3.21 Requirements of King County Living Wage Ordinance**

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on the 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 (1) hour in any one (1) 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 (2) years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

### **3.22 Non-Waiver of Breach**

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

### **3.23 Severability**

Whenever possible, each provision of the 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 the Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of the Contract, which shall remain valid and binding.

### **3.24 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

Under King County Code 2.93.170, the King County Executive may debar a Contractor from consideration for award of contracts with the County for up to two (2) years, and may suspend a Contractor from consideration for award of contracts with the County if there is probable cause for debarment for up to six (6) months; for the following:

- A. A Conviction within the five (5) 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 (5) 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 (5) 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 (1) or more contracts, though failure to perform or unsatisfactory performance caused by acts beyond the control of the Consultant shall not be considered to be a basis for debarment; or
- G. Any other cause that the Executive determines to be so serious and compelling as to affect responsibility as a Consultant to the county, including debarment by another governmental entity for any cause similar to those in this subsection;

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

### **3.25 Incorporation of Documents**

The Contract between the successful 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 the Contract is approximately \$150,000 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 the Contract will be five (5) years, subject to the termination clauses contained herein. King County reserves the right to extend the Contract 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 the Contract.

### **4.3 Price Revisions**

Unless otherwise authorized by the County, 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 shall to be made in writing to the Buyer in the Procurement & Payables Section 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 & Payables 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 Use Report**

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under the 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.

#### **4.5 Warranty**

The Contractor warrants that the Work performed under the Contract shall be free from defects in material and workmanship, and shall conform to all requirements of the 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 the Contract or in law. The termination of the Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of the 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 the 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.

#### **4.6 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 the Contract, Contractor or the County discovers one (1) 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, the 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.

#### **4.7 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 the 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 the 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 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.

#### **4.8 Independent Status of Contractor**

In the performance of the 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 the 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.

#### **4.9 Non-Disclosure Obligation**

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

While performing the Work under the Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of the Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b)

is or becomes generally known to the public without violation of the Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information, the Contractor shall notify the County of such requirement prior to disclosure.

#### **4.10 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 the 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 the Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit; CG 00 01 current edition, including Products and Completed Operations

Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage; MCS-90 and CA 9948 Endorsement

Contractors Pollution Liability: \$3,000,000

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 the 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 Overview**

The purpose of this procurement is to establish a contractor for hauling & processing of large (household) appliances, small amounts of miscellaneous electronics, and small appliances collected from residents at King County Solid Waste Division (SWD) transfer station and drop box sites (SWD sites).

Five (5) types of hauling and processing services are being requested:

- A. Hauling Services (Roll-Off): The hauling of County owned roll-off containers (drop boxes) of refrigerant containing (CFC's) & non-refrigerant (Non-CFC's) containing appliances from various County locations to a processing facility for recycling.
- B. Processing Services: The processing of CFC & Non-CFC containing appliances for recycling.
- C. Miscellaneous Electronics Recycling: The hauling and processing for recycling of small amounts of miscellaneous electronics co-loaded in drop boxes with appliances.
- D. Small Appliance Recycling: The hauling and processing for recycling of small appliances separately collected and co-loaded in drop boxes with appliances.
- E. Hauling Services (Other): The pickup service via collection truck (box truck or semi-truck). Contractor is responsible for loading of all materials without assistance from transfer site personnel.

### **5.2 Contractor Responsibilities**

- A. Hauling roll-off (drop box) containers,
- B. Storing County-owned and rented roll-off (drop box) containers that are used for collection at SWD sites. The containers are stored as switch out containers for the duration of the contract. When the Contractor receives a service request from the County, the empty container in the Contractors yard is exchanged for a loaded container at the SWD site requesting service. Containers are stored on a continuous but rotational basis.
- C. Hauling recyclable materials with a collection truck from SWD sites to the Contractor's recycling processing facility,
- D. Processing & marketing the appliances, miscellaneous small appliances, and electronics hauled and delivered from SWD sites.
- E. Providing for exchange, bulk shipping containers on pallets, for consolidation of small appliances and miscellaneous electronics.

Bidders shall be qualified to provide the hauling and recycling processing services described below

### **5.3 Background Information**

King County Solid Waste Division operates five (5) transfer stations at which the public may drop off appliances for recycling. The Cedar Falls Drop Box and Cedar Hills Landfill have drop-box containers for the collection of appliances generated internally or by a contractor for Litter Prevention Program.

Appliances containing CFC's are separated by King County employees from Non-CFC containing appliance with the intent that only CFC-Appliances are transported by the Contractor for processing. Some Non-CFC Appliances do get loaded mistakenly and transported by the Contractor for recycling.

Electronics (CPU's, monitors, televisions etc.) that are discovered improperly disposed in the garbage are retrieved for recycling and co-loaded with appliances to be transported by the Contractor for recycling.

In addition, King County SWD is considering adding small appliances (blenders, coffee makers, mixers, toasters) to the list of items accepted for recycling at a future date.

#### 5.4 King County Locations

Appliances will be collected at the following King County locations:

- A. Vashon Recycling & Transfer Station, 18900 Westside Hwy SW, Vashon, WA
- B. Enumclaw Recycling & Transfer Station, 1650 Battersby Ave E, Enumclaw, WA
- C. Shoreline Recycling & Transfer Station, 2300 N 165<sup>th</sup> Street, Shoreline, WA
- D. Bow Lake Recycling & Transfer Station, 18800 Orillia Rd S, Tukwila, WA
- E. Factoria Recycling & Transfer Station, 13800 SE 32<sup>nd</sup> St, Bellevue, WA
- F. Cedar Falls Drop Box, 16925 Cedar Falls, RD SE, North Bend, WA
- G. Cedar Hills Regional Landfill, 16645 228<sup>th</sup> Avenue SE, Maple Valley, WA

The chart below includes current SWD sites and annual tons of recyclable material collected from each site in 2015 with the exception of Factoria which will not begin taking appliances until late 2017.

Site Name	Appliances (2) CFC Units	Appliances (3) Non-CFC Units	Misc. Electronics (lbs.)	Total Estimated Tons
Bow Lake	953	14	150	48
Cedar Falls	17	8	3,280	3
Cedar Hills	55	7	2,787	4
Enumclaw	516	0	0	26
(1) Factoria	750	10	500	38
Shoreline	1,807	10	1,073	91
Vashon	237	5	0	12
<b>Totals</b>	<b>4,335 Units</b>	<b>54 Units</b>	<b>7,790 pounds</b>	<b>223 Tons</b>

(1) Estimated tons only: Collection at Factoria is estimated to begin December 2017 when construction is completed. (2) Estimated tons of CFC-Appliances is based upon 100 lbs. per unit. (3) Estimated tons of Non-CFC-Appliances is based on 75lbs per unit.

#### 5.5 Hauling (Roll-Off) Services

A normal roll-off container (drop box) haul consists of a full drop box being replaced with an empty (switch-out) drop box. A drop box must always have capacity for customers to drop off appliances during transfer site operating hours. Appliances may range from items such as

washers and dryers, which do not contain CFC's (Chlorofluorocarbons) to appliances which do contain CFC's such as refrigerators / freezers and HVAC equipment.

The Contractor may store County drop boxes used as switch-out boxes at a single location. Multiple storage locations will be considered by the County only if additional storage locations will not cause the County's supply of drop boxes to be affected. The Contractor shall provide the physical address of their storage yard.

- A. The Contractor shall haul full containers from SWD sites to the Contractor's processing facility, and shall provide collection service only in response to calls from SWD personnel requesting pick up or based on a previously arranged schedule of pickups.
  - 1. Unnecessary hauls are defined as pick-ups of recyclable materials that were not requested or previously scheduled by the County. Any costs incurred as a result of the Contractor performing unnecessary hauls shall not be paid by the County.
  - 2. The County reserves the right to add and delete sites during the Contract term. A hauling rate for each new site will be established when a new site is added.
  - 3. The County will reimburse the Contractor for ferry fees to and from the Vashon SWD site.
- B. The Contractor shall at a minimum be available to receive hauling requests and to provide hauling services for each SWD site Monday – Friday 7:00 AM to 6:00 PM and Saturday 8:00 AM to 2:00 PM.

SWD sites are open 362 days per year, and are closed on the following three holidays: New Year's Day, Thanksgiving Day, and Christmas Day. Hours of operation vary, depending on the site. For the hours of operation of each SWD site, see <http://your.kingcounty.gov/solidwaste/facilities/transfer.asp>.

- C. Response time: The Contractor shall provide hauling as necessary for the SWD to maintain adequate recycling collection capacity at each SWD site. The County will dispatch the Contractor to each SWD site when a recycling container is ready to be emptied or hauled to the Contractor's processing facility. Calls for hauling dispatch made to the Contractor by 10:00 AM on any given business day Monday-Friday shall be responded to the same day, and calls made after 10:01 PM shall be responded to by 12:00 PM the next business day. Calls for hauling dispatch made on holidays and weekends when SWD sites are open to the public must be responded to on the next business day by 12:00 PM.
- D. Shipping Supplies: The Contractor shall provide bulk shipping containers on pallets for exchange of miscellaneous electronics and small appliances.
- E. A regular hauling schedule may be established by mutual agreement between the County project manager and the Contractor for specific SWD site(s) if the volumes received at a site are such that a routine pickup schedule is deemed to be effective. This schedule may be altered to meet the volume needs of the program by mutual agreement between the County project manager and the Contractor at any time during the Contract period.
- F. In addition to collection and transport of recyclable materials, the Contractor shall ensure that the recycling collection area at each SWD site is free of debris after a full container

has been pulled and prior to placement of an empty switch-out container. Debris that results from the Contractor's servicing of the roll-off containers or compactors shall be cleaned up by the Contractor. These clean-up duties shall be performed the same day and time as the container collection. Waste resulting from clean up shall be disposed of at the transfer station's waste disposal area during each site visit. The Contractor shall not incur any cost to dispose of such waste at SWD sites.

- G. The County will be responsible for clean-up of any hazardous waste left at SWD sites. The Contractor's driver who identifies the presence of hazardous materials shall immediately notify both the County site staff and the Contractor's driver's supervisor that such waste is present. In addition, the Contractor's driver's supervisor shall immediately notify the County project manager that hazardous waste is present.
- H. Contractor shall provide when requested an annual inventory of all King County owned or rented drop boxes located at Contractors hauling site and processing facilities.

## **5.6 Emergency Hauling and Disaster Preparedness**

In the case of an unforeseen Emergency or Disaster, the County may require the Contractor to haul additional volumes of recyclable materials from SWD sites to the Contractor's material recovery facility. Price for these services will be based on the per haul fee from each SWD site.

## **5.7 Processing of materials**

- A. The Contractor shall provide processing and marketing services for CFC-appliances, Non-CFC appliances, miscellaneous electronics, and small appliance dropped off by the public at SWD sites listed above.
- B. Chlorofluorocarbons (CFCs) contained in appliances shall be collected and handled in accordance with all Environmental Protection Agency (EPA) regulations. Any other hazardous waste shall be removed and disposed in accordance with all applicable state and federal regulations.
- C. The Contractor shall accept all appliances "as-is" from the public. The County will make a good faith effort to ensure that excess garbage is removed from the appliances prior to drop-off
- D. The Contractor or authorized SWD personnel shall deliver the materials to the Contractor's processing facility. The Contractor shall be responsible for the unloading of materials from drop box containers or other delivery equipment.
- E. The Contractor's processing facility shall be open at a minimum Monday through Friday: 7:00 AM to 6:00 PM and Saturday 8:00 AM to 2:00 PM.

## **5.8 Collection Services**

In addition to providing hauling for County owned roll-off boxes, the County may require pickup services via collection truck.

To maximize the amount of materials collected during any one pickup and minimize the number of pickups required. The minimum collection vehicle requirement is a 26' box truck or 1,200 cubic feet capacity.

The Contractor shall provide bulk shipping containers on pallets for collection of miscellaneous electronics and small appliances. Bulk shipping containers are supplied and made available for exchange.

### **5.9 Contract Management**

The Contractor shall provide contact names and telephone numbers to the County Project Manager at time of contract award for the following functions: general contract issues, daily receiving operation, and contract billing. The Contractor shall notify the County Project Manager within two days of any changes to the contact names and telephone numbers provided to the County.

### **5.10 Federal and State Law**

The Contractor(s) shall comply with all applicable Federal (Occupational Safety and Health Act) and Washington State (Industrial Safety and Health Act) programs, including maximum noise levels for operators.

The Contractor(s) shall be responsible for the correct handling of the drop boxes containing appliance units and any regulated or hazardous substances contained in the units. Chlorofluorocarbons (CFCs) contained in appliances shall be collected and handled in accordance with all Environmental Protection Agency (EPA) regulations. Any other hazardous waste shall be removed and disposed in accordance with all applicable state and federal regulations.

### **5.11 Permits and Licenses**

The Contractor(s) shall possess and remain in compliance with all required permits and licenses. In the event there is a change in a permit status, including notices of violations, the contractor shall provide a written notice within five days of the change to King County's Project Manager.

### **5.12 Drop Boxes**

King County's standard drop (roll-off) boxes used for appliances collection are located at the transfer sites and the current Appliance Drop Box Hauler storage yard. The Hauling Contractor shall haul the drop boxes to the receiving/processing facility from the County transfer sites.

Approximate box dimensions are: length 18 feet; width 8 feet; and volume 20 to 25 cubic yards, however, the County reserves the right to make changes in the size and type of container.

Any damage done to the drop boxes by the Contractor shall be repaired and paid for by the contractor. If needed, the contractor will provide, at their cost, temporary collection containers while county-owned containers are being repaired.

### **5.13 Materials Collected**

Materials accepted for recycling at the transfer and drop box sites shall include but not be limited to the following:

- A. CFC Appliances: Refrigerators, Water Coolers, Freezers, Air Conditioners, Dehumidifiers or any other appliance type item that contain refrigerants.

- B. NON-CFC appliances: Washers, Ranges, Dishwashers, Ovens, Water Heaters, Dryers, Stoves, Water Well Tanks, Furnaces.
- C. Miscellaneous electronics: televisions, computer monitors, CPUs. (Note: Small amounts of electronic equipment that are improperly disposed at King County transfer stations are placed in the collection container with appliances)
- D. Small Appliances: blenders, coffee makers, mixers, toasters, other small appliances with a cord.

#### **5.14 Additional Services**

##### **A. Special Recycling Events**

Management of one-time off site mobile collection events may include site preparation, setup, staffing, and same day removable and transportation of waste. It may be multiple times a year.

##### **B. Disaster Preparedness**

The Contractor's obligation may include collection and processing of appliances in response to natural or manmade disaster situations. The Contractor may be required to assist King County, within the general scope of work, but in currently unidentified locations, in preparation for, or in response to emergencies. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with this contract.

#### **5.15 Contract Start Up**

A post-award meeting shall be conducted by the County Project Manager to plan the contract start-up and go over the service requirements.

#### **5.16 Invoice Details**

Payment for services shall be based on the actual number of items and/or hauls. The contract unit price shall be used in calculating invoice values in all cases.

Original invoices shall be submitted on a monthly basis to the County Project Manager by USPS mail, and by e-mail. Both the invoice shall include the following:

- A. Purchase order number
- B. Invoice number
- C. Invoice date
- D. Service date(s)
- E. Chronological summary of services received during the invoice period
- F. Origin (County collection site) of each haul
- G. Documentation that provides a record of the exchange of materials between Hauling Contractor and Receiving Facility for each haul or drop box load
- H. Contract unit price
- I. Total charge for the invoice period

The County may require that invoices be submitted in a specified database format and software such as Microsoft Excel.

When a purchase order is issued against the 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 the 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.

**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.

Award will be made to the firm deemed the lowest responsive, responsible offeror, based upon the total cost to the County for any one or all schedules. King County reserves the right to split the award of this ITB if determined to be in the best interest of the County.

**6.2 Bidder's Contact Information**

**Primary Location:**

- A. Physical Address: 2200 - 6th Avenue S, Seattle, WA 98134  
Mailing Address: P.O. Box 24996, Seattle, WA 98124  
Name of Contact Person: Craig Lorch  
Email: clorch@totalreclaim.com  
Telephone No. (Local/Toll Free): (206) 343-7443  
Fax No. (Local/Toll Free): (206) 343-7445  
UBI No.: 601-350-223  
Washington State Contractor's License (if applicable): n/a  
State hours and days of operation:  
Hours: 7:30 a.m. to 4:00 p.m. Days: Monday to Saturday
- B. State your firm's preference for receiving purchase orders. (Check only one and enter the information if different from "A" above).  
 E-mail: sales@totalreclaim.com     Fax: \_\_\_\_\_

**6.3 Remit Address (where payment will be mailed):**

Total Reclaim, Inc.  
P.O. Box 24996  
Seattle, WA 98124

**6.4 Locations**

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

**6.5 Prompt Pay Discount**

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of twenty (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 (3) 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**  2  % -  20  Days, Net  30

### 6.6 Purchasing Card (P-Card) Acceptance

Contractors are requested to have the capability of accepting the King County's authorized VISA 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  XX  No

Additional purchasing (charge) cards accepted:

- America Express
- Discover
- MasterCard
- Other: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- ( ) \_\_\_\_\_

**6.7 Pricing**

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

Bidders may bid any or all schedules but must provide pricing for all items with a schedule to be considered responsive.

**Schedule A – Hauling Services (Roll-off)**

The hauling of County owned roll-off containers. Refer to Subsection 5.1.A.

Item #	Est. Annual Qty.	UOM	County Site	Unit Price	Extended Price
1	44	Container	Bow Lake Recycling & Transfer Station	157.95	6,949.80
2	1	Container	Cedar Falls Drop Box	328.99	328.99
3	1	Container	Cedar Hills Regional Landfill	243.47	243.47
4	24	Container	Enumclaw Recycling & Transfer Station	417.83	10,027.92
5	31	Container	Factoria Recycling & Transfer Station	174.97	5,424.13
6	75	Container	Shoreline Recycling & Transfer Station	189.22	14,191.50
7	13	Container	Vashon Recycling & Transfer Station	456.39	5,933.11
<b>Schedule A Total</b>					43,098.82

**Schedule B – Processing Services**

Bidders shall enter the Unit Price to be charged for processing each type of appliance listed. Unit price includes all associated costs: handling, recycling, and disposal costs of processing each unit. Refer to Subsections 5.1.B - D.

Materials accepted for recycling at the transfer and drop box sites shall include but not be limited to the following:

Item #	Est. Annual Qty.	UOM	Description	Unit Price	Extended Price
1	5,000	Each	CFC-Appliances (Refrigerators, Water Coolers, Freezers, Air Conditioners, Dehumidifiers or any other appliance type item that contain refrigerants.)	18.00 **	90,000.00

Item #	Est. Annual Qty.	UOM	Description	Unit Price	Extended Price
2	100	Each	Non-CFC-Appliances (Washers, Ranges, Dishwashers, Ovens, Water Heaters, Dryers, Stoves, Water Well Tanks, Furnaces)	5.00	500.00
3	8,000	Pound	Misc Electronics (televisions, computer monitors, CPUs)	0.20	1,600.00
4	10,000	Pound	Small Appliances (blenders, coffee makers, mixers, toasters, other small appliances with a cord)	0.20	2,000.00
Schedule B Total					94,100.00

→ Not Awarded

### Schedule C – Special Events

Management of one-time off site mobile collection events may include site preparation, setup, staffing, and same day removable and transportation of waste. It may be multiple times a year. Refer to Subsection 5.13.

Item #	Est. Annual Qty.	UOM	Description	Unit Price	Extended Price
1	5	Each	Collection Event	1,200.00	6,000.00
Schedule C Total					6,000.00

### Schedule D – Hauling Services (Other)

The pickup service via collection truck. Contractor is responsible for loading of all materials without assistance from County personnel. Multiple small units will be palletized by County personnel. Large units are refrigerators, dishwashers, ovens, etc.

Item #	Est. Annual Qty.	UOM	County Site	Unit Price	Extended Price
1	1	Pallet	Bow Lake Recycling & Transfer Station	134.22	134.22
2	1	Large Unit		134.22	134.22
3	1	Pallet	Cedar Falls Drop Box	237.70	237.70
4	1	Large Unit		237.70	237.70
5	1	Pallet	Cedar Hills Regional Landfill	185.96	185.96
6	1	Large Unit		185.96	185.96

Item #	Est. Annual Qty.	UOM	County Site	Unit Price	Extended Price
7	1	Pallet	Enumclaw Recycling & Transfer Station	299.78	299.78
8	1	Large Unit		299.78	299.78
9	1	Pallet	Factoria Recycling & Transfer Station	151.46	151.46
10	1	Large Unit		151.46	151.46
11	1	Pallet	Shoreline Recycling & Transfer Station	158.64	158.64
12	1	Large Unit		158.64	158.64
13	1	Pallet	Vashon Recycling & Transfer Station	308.55	308.55
14	1	Large Unit		308.55	308.55
<b>Schedule D Total</b>					<del>1,476.33</del>

2952.62

\* EVENT PRICING BASED ON FOLLOWING ASSUMPTIONS:

(1) DRIVER, (1) HELPER, (1) 24' BOX TRUCK FULL OF MATERIALS FROM EVENT, 8 HOUR DAY - DOOR-TO-DOOR, (20) MILES DISTANCE FROM EVENT TO PROCESSING FACILITY. PROCESSING FEES IN ADDITION TO EVENT COST.

MODIFICATIONS WELCOME, BUT MAY IMPACT EVENT COSTS

\*\* UNIT PRICE DOES NOT INCLUDE COMMERCIAL UNITS OR LARGE FOOD SERVICE UNITS. PRICE OF THESE UNITS: \$36.00 PER UNIT

UNIT PRICE DOES NOT INCLUDE AMMONIA OR SULFUR DIOXIDE UNITS. PRICE OF THESE UNITS: \$27.00 PER UNIT

\*\*\* UNIT PRICING BASED ON DISPATCH OF COLLECTION TRUCK TO PICK UP A SINGLE UNIT OR PALLET. ADDITIONAL PALLETS OR UNITS WILL BE PICKED UP FROM COLLECTION SITE AT THE SAME TIME FOR NO ADDITIONAL COST.

## 6.8 References

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

Company Name: Kitsap County Public Works

Company Address: 614 Division St, Port Orchard, WA 98366

Company Phone: (360) 337-4485

Contact Person: Marsha Richards

Dates: 4/1994 - Present

Company Name: Washington State Dept of Enterprise Services

Company Address: 1500 Jefferson St SE, Olympia, WA 98501

Company Phone: (360) 407-8406

Contact Person: John Allen

Dates: 6/2002 - Present

Company Name: Washington Materials Management and Financing Authority

Company Address: 116 N. Oakes Ave #B, Cle Elum, WA 98922

Company Phone: (855) 674-5871

Contact Person: John Frederick

Dates: 1/2009 - Present

Company Name: Olympic Environmental Resources

Company Address: 4715 SW Walker St, Seattle, WA 98116

Company Phone: (206) 938-8262

Contact Person: Paul Devine

Dates: 4/1994 - Present

**SECTION 7 Bid Opening Label**

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

**URGENT – SEALED BID ENCLOSED**  
**Do Not Delay – Deliver Immediately**



**King County**

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

**URGENT**

**URGENT**

**Bid No.:** 1289-16-LSM  
**Bid Title:** Appliance Hauling and Processing  
**Due Date:** August 25, 2016 - 2:00 p.m.  
**Vendor:** Total Reclaim, Inc.