

Invitation to Bid



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

ADVERTISED DATE: MARCH 13, 2008

Invitation to Bid (ITB) Title: **Road Grader, Diesel, 25,000 lb.**

ITB Number: **1079-08-AAB**

Due Date: **April 10, 2008 - 2:00 p.m.**

Buyer: **Amon Billups, amon.billups@kingcounty.gov, 206-263-9292**

Furnishing new, current model **25,000 lb. Diesel Road Grader** in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ _____

PRE-BID CONFERENCE

Date: March 26, 2008

Time: 11:00 AM

**Location: 401 Fifth Ave., 3rd Floor,
Seattle, WA 98104**

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services 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 **Addenda numbered _____ to _____** 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

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

SCS/DBE Certification Number

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

SECTION 1 Instruction To Bidders

1.1 Bid Submittal Procedure

The **original and two (2) copy(s)** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

1.2 King County Internet Web Site

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx.

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting solicitation documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access [Contact Us >> Registration Form](#). Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

1.3 Alterations to Document

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

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

1.4 Late Bids

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

1.5 Cancellation of ITB or Postponement of Bid Opening

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

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

1.6 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

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

1.7 Questions and Interpretation of the ITB

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

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

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

1.8 Examination of Bid Documents

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

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

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

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.10 Bid Withdrawal After Public Opening

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

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

1.11 Cost of Bid and Samples

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

1.12 Collusion

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

1.13 Bid Effective Date

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

1.14 Bid Price and Tax

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

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

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

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

1.15 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures:

http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

In determining the responsibility of the bidder, the County may consider:

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://bdcc.metrokc.gov/bred/Lists/SCS%20Certified%20Contractors/Public%20View1.htm> or contacting the Program office at 206-205- 3443.

2.5 Substitutions

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

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

2.6 Forms Required Before Contract Award

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

- [Equal Benefit Worksheet and Declaration Form](#)
- [Personnel Inventory Report*](#)
- [Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*](#)
- [Statement of Compliance – Union or Employee Referral Agency Statement*](#)
- [Internal Revenue Service Form W-9 *](#)
- *If not on file with the County

2.7 Rejection of Bids

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

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

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

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

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

2.10 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

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

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

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

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

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

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

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the

successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, 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.

- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

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

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

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing 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 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at:

<http://www.metrokc.gov/procurement/forms/eb.aspx>.

3.22 Non-Waiver of Breach

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

3.23 Severability

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

SECTION 4 Specific Contractual Terms & Conditions

4.1 Shipping Charges

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

4.2 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

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

4.3 Pricing of Spare Parts

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

4.4 Product Return

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

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County.

This subsection does not apply to any merchandise made to order for the County.

4.5 Hazardous Chemical Communication

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

4.6 Prohibition on Asbestos-Containing Products

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

4.7 Liquidated Damages

Time is of the essence on each and every portion of the Contract. In the Contract a definite and certain length of time shall be fixed for the performance of the Contract; this Contract time shall only be changed via contract change. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the Contractor and the County of King that:

A delay would seriously affect the public and the operation of King County; that a reduction in the unit price of \$ 100.00 per day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful bidder hereby establish said reduction as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

The County reserves the right to cancel the contract for failure to perform with or without assessment of liquidated damages. At the County's sole discretion, the County may consider and/or accept an alternative to the assessment of liquidated damages proposed by the Contractor. If the County accepts such an alternative it does not waive the right to later reject the alternative and impose liquidated damages from the date of rejection.

Should the successful bidder be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by force majeure, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful bidder. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

If normal delivery time is increased by ordering any option, the Contractor shall show increase in delivery time adjacent to option description in the submitted bid.

The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.

**SECTION 5 TECHNICAL SPECIFICATIONS FOR ONE (1) OR MORE
25,000 LB. DIESEL MOTOR GRADER**

The following specifications describe the minimum requirements for a heavy duty industrial motor grader with fully enclosed cab. The equipment bid shall be new, identifying equipment manufactured the same year or succeeding year of the bid, of a current design and production model, and available to the commercial market. Standard items appearing in the manufacturer's published specifications furnished by the bidder shall be included in the bid unless otherwise noted. Grader operating weight with specified attachments shall not be less than 25,000 lbs and be manufacturer's minimum size for attachments that are proposed.

Bidders shall respond to each specification with a check (✓) mark to indicate compliance with the item specified. Any deviations from the specifications shall be described in detail in the space provided. Attach additional sheets if required. Failure to respond to each specification may result in disqualification of the Bidder.

Minimum Requirements:

5.1 Engine:

- A. The grader shall have a turbocharged diesel engine with a minimum 130 net horsepower.
- B. The engine also shall have the following:
 - 1. Internal oil cooler
 - 2. Dual-stage air cleaner
 - 3. 12-volt electrical system
 - 4. Minimum 90-amp alternator.....
 - 5. Single serpentine belt for fan and alternator.....
 - 6. Automatic self-adjusting belt tensioner.....
 - 7. Vertical spin-on engine oil filter
 - 8. 500-hour engine oil change interval
 - 9. Approved federal Tier III emission regulations
 - 10. Cold weather starting aid.....

5.2 Powershift Transmission:

- The power train shall consist of a powershift transmission.....
- A. The transmission shall also provide the following:
 - 1. Six (6) forward speeds
 - 2. Three (3) reverse speeds
 - 3. Travel speed of 21 MPH with standard 13:00 X 24 tires

5.3 Power Train:

- A. The grader power train shall be componentized.
- B. The power train also shall have the following:
 - 1. Heavy duty tandem drive axles, gear driven

- 2. On-the-go, differential lock engagement
- C. Spare wheel, one (1) each

5.4 Brakes:

- A. The grader brakes shall be multiple wet-disk with "Failsafe" feature.
- B. The brakes also shall have the following features:
 - 1. Oil cooled brakes.....
 - 2. Maintenance-free and self-adjusting

5.5 Dimensions:

- A. Weight shall be 25,000 Lbs.....
- B. Length shall be 27 ft maximum
- C. Width shall be 7' 10" maximum
- D. Height with cab shall be 10' maximum.....
- E. Wheelbase shall be 17' 6" maximum

5.6 Moldboard:

The moldboard shall be 19" high and 12' in length utilizing standard 6" wide bolt-on blades.....

- A. The moldboard shall also include the following:
 - 1. Replaceable end bits.....
 - 2. Pre-drilled edge with two (2) standard 6'X 6" X ¾ " bolt on cutting edge
 - 3. Hydraulic sideshift of 60"
 - 4. Hydraulic forward tilt of 32 degrees
 - 5. 54" gear driven turntable
 - 6. Turntable shall include 23" sideshift and 360 degree rotation
 - 7. Moldboard shall be capable of bank angle cuts of more than 90 degrees
 - 8. Blade shall provide 14" of ground clearance with blade in full up position.....
 - 9. Blade shall be 17" in height

5.7 Scarifier:

- A. Scarifier shall be mounted on the front of grader ahead of axle
- B. Scarifier shall be hydraulically operated and 46" wide
- C. Shall hold eleven (11) replaceable ripping teeth, eleven (11) teeth and shanks shall be delivered with machine.....

5.8 Articulation:

- A. Cab shall articulate with rear section of grader
- B. Grader shall articulate 20 degrees both left and right

5.9 Wheel Lean:

- A. The front steer wheels shall lean hydraulically both left and right

5.10 Operator Environment:

- A. The grader shall have a cab with two (2) doors.
- B. The grader cab also shall have the following:
 - 1. Air conditioning.....
 - 2. Maximum insulation for maximum temperature and sound control.....
 - 3. Sound level maximum of 72 dBa.....
 - 4. Industry standard grader controls.....
 - 5. Front and rear wipers with washers
 - 6. Highest quality suspension seat.....
 - 7. Transmission shift lever within easy reach of the operator
 - 8. Front and rear windshield wipers
 - 9. Left and right side, cab mounted west coast style mirrors with lower remote mounted 8" convex mirrors.....
 - 10. Interior dome light.....
 - 11. Electronic gauge package with hour meter
 - 12. Retractable seat belt
 - 13. Cab entry steps with handholds
 - 14. Built-in cup holder.....
 - 15. Automatic engine shutdown system.....
 - 16. Parking brake lever located within easy reach of the operator...
 - 17. Operator warning system that alerts the operator with an audible alarm when the parking brake is applied and the operator engages the forward/reverse lever.....
 - 18. Two (2) accessory power plugs.....
 - 19. AM/FM radio

5.11 Hydraulics:

- A. Grader hydraulics shall be pressure compensated, load sensing to allow for smooth grader operation.....
- B. The hydraulics also shall include power steering.....

5.12 Safety:

A. Lighting shall include the following:

- 1. Light package to include two (2) front mounted headlights with turn signals, two (2) blade work lights, two (2) rear facing work lights, rear stop, tail, turn signals and four -way flashers.....
- 2. Whelen R2LPHPA LED amber beacon, mounted left of center, top of cab.....
- 3. Automatic backup alarm.....
- 4. SMV (slow moving vehicle) sign, mounted left rear of grader

5.13 Serviceability:

A. The grader shall be easy to service from ground level.

B. The grader service also shall include the following:

- 1. Swing out panels that permits easy access to the engine and service points
- 2. Minimum 50-gallon, side-mounted fuel tank.....
- 3. Minimum 20-gallon, side-mounted hydraulic oil tank with sight gauge. **Hydraulic system shall be factory filled with bio-degradable hydraulic oil. Oil certifications shall be provided at delivery. Hydraulic tank shall be clearly marked with decal stating it contains bio-degradable oil.** ..

5.14 Warranty:

A. Entire machine is to be covered by a twelve (12) month parts and labor warranty.

B. A full time complete parts and service facility offering factory authorized service and a parts supply adequate to perform complete repairs is required. Facility shall be within a fifty (50) mile radius of the King County Department of Transportation, Fleet maintenance facility at:

155 Monroe Ave NE
Renton, WA 98056.....

C. Quote price for factory available warranty programs, above and beyond the base warranty, supply printed literature with bid.

D. Inspection of bidder's parts and service facility may be required before bid award.

E. King County will be responsible for all warranty and recall work. The Contractor shall reimburse King County for all warranty and recall work at current shop rate of \$78.00 per hour. King County reserves the right to have the Contractor perform warranty work at King County's discretion. The Contractor

shall accept responsibility and cost for transportation of unit from within King County to authorized repair facility and or field technician travel time to and from repairs for the base warranty period.

- F. Warranty shall begin on date unit is placed into service, not delivery date. Contractor will be notified.
- G. Copies of all applicable warranties shall be submitted with bid package. Additional data entry form shall be completed and delivered with vehicle.
- H. If unit(s) is sent to dealer or recalled and cannot be repaired within two (2) working days a loaner of comparable size shall be supplied to King County at no charge

5.15 General:

- A. Only new models in current production which are cataloged by the manufacturer and for which printed literature and specifications are available are acceptable.....
- B. A performance demonstration will be required before bid award. Performance demonstration will be of unit per basic specifications. If a demonstration unit is not available locally, bidder shall be responsible for all costs incurred for two (2) King County representatives to travel to demonstration location.....
- C. All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.....
- D. All equipment shall be new. Used, demonstration, rebuilt or remanufactured equipment is unacceptable. All items requested in the specifications shall be factory available. No aftermarket equipment will be accepted.....
- E. The equipment shall have full dealer preparation and be ready for service when delivered.
- F. Manufacturers approved factory training for minimum two (2) technicians. Training shall cover all unit systems, troubleshooting and diagnosis. Date and location shall be set upon delivery of equipment. **Course outline shall be submitted with bid response.**.....
- G. Operators training covering familiarization and operation of all standard and optional features as unit(s) ordered are equipped shall be provided. Date and location shall be specified when equipment is accepted.
- H. Hydraulic system shall contain Bio-Based Biodegradable hydraulic oil at the time of delivery. **Documentation shall be provided at time of delivery.**

- I. The equipment will not be considered “delivered” and payment will not be processed without the following items:
 - 1. Title application for each unit delivered _____
 - 2. Manufacturers statement of origin for each unit delivered..... _____
 - 3. Original billing invoice _____
 - 4. Certified weight slip for machine _____
 - 5. Two (2) lube chart per order _____
 - 6. One (1) “complete” technical service manual per order, CD format preferred _____
 - 7. One (1) parts manual per order, CD format preferred _____
 - 8. Two (2) operators manual per unit _____
 - 9. One (1) complete set of filters shall be supplied with each unit ordered. _____
 - 10. One (1) list of all consumable maintenance items including description and part numbers. List is to include filters, belts, wiper blades and cooling system hoses applicable to units ordered _____

5.16 Trade-In

- A. King County desires to trade-in the following equipment. All bidders must submit a price for the equipment. If King County deems it to be in its best interest to retain the equipment and not accept the trade-in, it may do so. If the trade-in offer is accepted, it will be used to determine award to the lowest responsive bid for the new equipment. To view the equipment, contact Bob Toppen, 206.296.8159.

1994 John Deere 570B with approx. 4900 hours

SECTION 6 PARTS SUPPORT

6.1 General:

In addition to the acquisition cost of equipment, this Invitation to Bid addresses King County's need for parts associated with equipment maintenance. Therefore, this bid takes into consideration not only the equipment price, but also the cost of parts and vendor product support after the purchase.

- A. Service Expectation: The Contractor's employees shall be knowledgeable in the products listed. The Contractor is expected to assist purchasers in making cost effective parts purchases. Assistance includes but is not limited to suggesting economic order quantities and less costly substitutes of equal quality.
- B. The Contractor shall be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of repair parts for the equipment specified with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award. A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract.
- C. The manufacturer and bidder shall guarantee that parts prices will be as low as such parts are sold to any other user purchasing similar quantities and that if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user purchasing similar quantities, effective with the date of such price reduction or increase to the general trade.
- D. Parts Delivery:
 - 1. Stock Orders: Delivery for stocked items shall be made within one (1) business day. There shall be no shipping or freight charges on any stock orders.
 - 2. Non-Stock Orders: Delivery for non-stocked parts shall be within three (3) business days at no additional cost to King County for shipping or freight.
 - 3. Non-Stock Rush Orders: Rush or overnight delivery may incur shipping or freight charges. King County will not accept, nor authorize payment for, freight charges unless rush delivery was specifically requested in advance by authorized personnel. Freight charges shall not exceed actual charges for only those items ordered.
 - 4. The Contractor shall maintain sufficient stock to insure prompt delivery. The contract involves items which are necessary to perform critical King County services. Any delay in delivery could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.
 - 5. Contractors are urged to give careful consideration to the County's requirements and to the availability of qualified staff when establishing delivery times. In the event the delivery terms of the contract are exceeded, the County may find it necessary to acquire the parts from a different source, thereby incurring additional costs. Those charges may be passed along to the Contractor.
- E. Parts Billing:
 - 1. A PRICED invoice, packing slip or delivery ticket shall accompany all deliveries. If a product is shipped direct from the manufacturer, a priced document shall be hand delivered, E-mailed or faxed to King County no later than 24 hours after receipt of shipment.

2. Each County Department and/or agency shall be assigned a unique customer number to be used in identifying each sale and proper billing address. Invoices/packing slips shall include the name of the person who placed the order, their phone number, their order number, the unit price, sales tax and other pre-approved charges, if any. A separate packing slip for each order number shall be included with the delivery if a shipment combines items from more than one order.
3. The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered.

F. Parts Returns

King County reserves the right to return parts if needed. Reasons for return may include, but are not limited to: item failure or defect, wrong item shipped, incorrect item ordered or item no longer needed. The Contractor shall immediately provide a receipt for all returned stock. In accordance with its best interest, King County may select any of the three restitution options:

1. Item replacement: Contractor shall provide the replacement item within the time established.
2. Credit: Contractor shall issue a credit within three (3) business days of receiving an item.
3. Reimbursement check: Contractor shall issue a reimbursement check within twenty (20) business days after receiving an item.

G. Parts Buy Back:

Contractor shall buy-back, at current fair market value, all items purchased under this contract that are declared surplus or no longer required by King County, provided they are not used and are not of an unusual design that is manufactured especially for King County.

The Contractor is authorized a restocking fee not to exceed ten percent (10%) of the current price for the return of parts and supplies. The Contractor shall be responsible for arranging pickup of products declared surplus. The Contractor has no obligation to accept such goods more than two (2) years after the County's receipt of said goods.

State restocking fee, if any _____ %

H. Parts Warranty:

1. Items purchased under this contract shall be guaranteed against defect with full credit given. Contractor is responsible for pick-up of defective items or arranging for a Call tag to insure freight is charged to Contractor on defective returns.
2. Products furnished that are below the County's standard or not fit for the intended use shall be returned to the Contractor at their expense.
3. The Contractor guarantees the goods and services furnished under this contract shall be free from defects in material and workmanship, and shall conform with all requirements of this contract. The Contractor is responsible for all costs of replacement, including shipping charges, for goods found to be defective within the warranty period.
4. King County shall receive the increased warranty benefits if the Contractor or original manufacturer provides a warranty that is greater in scope or duration.
5. The Contractor shall, upon request, provide the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by their suppliers, Contractors,

distributors and sub-contractors covering parts, component, sub-components and systems procured through this contract.

6. The Contractor shall provide a local representative, authorized to act on their behalf and provide "on the spot" settlement of warranty claims or disputes. When applicable, the Contractor's representative shall be responsible for completing warranty claim documentation, and the packing and shipping of returns to manufacturer.
7. The expiration or termination of this contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
8. Items purchased for inventory shall be warranted from the date of installation by King County or their representative.

I. Telephone Contact:

1. The Contractor shall provide a contact name and a direct telephone number that is toll free from the King County Department of Transportation. Electronic voice mail is not acceptable as an answering service.

Contact Name: _____

Telephone: _____

J. Parts Catalogs and Price Lists:

1. Within two (2) weeks of request, Contractor shall furnish all necessary parts catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost.

K. Estimated Quantities:

1. The items listed represent King County's anticipated approximate requirements and shall be used in the bid evaluation analysis. Quantities listed are to be purchased on an as needed basis.
2. This is NOT a one-time purchase nor authorization to order.
3. The County shall be neither obligated by nor restricted to the quantities indicated.
4. Parts other than those listed may be obtained under the terms of this contract.

SECTION 7 BID RESPONSE

7.1 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.

7.2 Delivery

Delivery is required as soon as possible and not later than ninety (90) days after verbal placement of an order. Bids shall state the number of days delivery is guaranteed after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County DOT, Fleet Administration, ER&R
155 Monroe Ave NE
Renton, WA 98056

Delivery Guaranteed within _____ days

7.3 Prompt Pay Discount

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

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

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

7.4 References

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

Company Name: _____
 Company Address: _____
 Company Phone: _____
 Contact Person: _____
 Dates: _____

Company Name: _____
 Company Address: _____
 Company Phone: _____
 Contact Person: _____
 Dates: _____

Company Name: _____
 Company Address: _____
 Company Phone: _____
 Contact Person: _____
 Dates: _____

Company Name: _____
 Company Address: _____
 Company Phone: _____
 Contact Person: _____
 Dates: _____

7.5 Pricing

A. Inventory Repair Parts

The parts listed are representative of parts historically purchased during the life of the equipment based on maintenance records of existing related equipment.

To insure equivalence, the base price for this bid shall be the current Retail List Price. Using that as a basis, fill in the List Price, the Discount Percentage (if any) and the Unit Price. Extend the total by multiplying the Estimated Annual Use quantity times the Unit Price for each of the products listed. The discount percentage offered for the items listed, shall be consistent for all related items purchased under this contract and shall remain the same throughout the life of the contract, including extensions. **Failure complete all the fields listed below shall result in disqualification of the bidder.**

Item No.	Est. Ann Use	Description	List Price	% Disc	Unit Price	Item Total (Use X Unit Price)
1	1 ea	Air Conditioning Compressor	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
2	1 ea	Circle Shim Kit	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
3	1	Blade Lift Hydraulic Cylinder	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
4	6 ea	Scarifier Tooth	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
5	2 ea	Left Side Door Glass	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						

Item No.	Est. Ann Use	Description	List Price	% Disc	Unit Price	Item Total (Use X Unit Price)
6	1 ea	Circle Drive Box	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
7	1 ea	Complete Cab Entry Step	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
8	2 ea	Lower Front Cab Glass	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
9	6 ea	Filter Fuel	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
10	6 ea	Filter Oil	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
11	3 ea	Filter Air Outer	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
12	1 ea	Hydraulic Pump	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
13	1 ea	Radiator	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
14	2 ea	Mowboard Tilt Cylinder Seal Kits	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
			BID TOTAL		\$	


B. Equipment

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

Item #	Estimated Quantity	Description	Bid Price
1.	1 ea	New, current model road grader, diesel powered, 25,000 lb minimum operating weight, enclosed cab Yr/Make/Model _____ _____	\$ _____
2.	1 ea	Trade-in, 1994 John Deere 570B grader	(\$ _____)
3.	1 lt	Inventory Repair Parts (total from 7.5.A above)	\$ _____
Total Bid Price (1-2+3)			\$ _____

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.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County Procurement & Contract Services Section Chinook Building, 3 rd FL CNK-ES-0340 401 Fifth Avenue Seattle, WA 98104
	Bid No. 1079-08-AAB
	Bid Title Road Grader, Diesel, 25,000 lb.
	Due Date
	Vendor
U R G E N T	