



KingCounty

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

CNK-ES-0340      206-263-9400 Ph  
3<sup>rd</sup> Floor      206-296-7676 Fax  
401 5<sup>th</sup> Avenue      TTY Relay: 771  
SEATTLE, WA 98104      [www.kingcounty.gov](http://www.kingcounty.gov)

**CONTRACTOR:**  
CONNECTPOINT, INC.  
175 CREMONA DR STE 160  
GOLETA, CA 93117 United States  
Fax: (1805) 6828004

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

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

CONTRACT		
CONTRACT NO. 6173186	REVISION 0	PAGE 1 of 1
CREATION DATE 15-JUN-2020	BUYER JULIE SNIDER	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
840725	NET30DAYS	PREPAID AND ALLOW	DESTINATION	Seller Chooses	Telephone: (805) 6828900

**DESCRIPTION**

**CONTRACT PURCHASE AGREEMENT**

FURNISH REAL TIME INFORMATION SIGNS (RTIS) AS REQUESTED BY KING COUNTY PERSONNEL DURING THE PERIOD AUGUST 5, 2020 THROUGH AUGUST 4, 2025, IN ACCORDANCE WITH ITB 1006-20-JAS AND CORRESPONDING OFFER FROM CONNECTPOINT, INC., BY REFERENCE AS IF FULLY SET FORTH HEREIN.

ESTIMATED ANNUAL CONTRACT VALUE: \$2,000,000

STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT PURCHASE AGREEMENT WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENTS.

Authorized Signature

# Invitation to Bid (ITB)



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

**ADVERTISED DATE: MAY 4, 2020**

ITB Title: Real Time Information Sign (RTIS)  
ITB Number: 1006-20-JAS  
Due Date: May 28, 2020 - 2:00 p.m. PT  
Buyer: Julie Snider, [julie.snider@kingcounty.gov](mailto:julie.snider@kingcounty.gov), 206-263-9291  
Alternate Buyer: Lonnie Platt, [lonnie.platt@kingcounty.gov](mailto:lonnie.platt@kingcounty.gov), 206-263-1287

Furnish metal sign base fabrication, parts and service as requested by King County DOT-Transit personnel in accordance with the attached instructions, requirements and specifications.

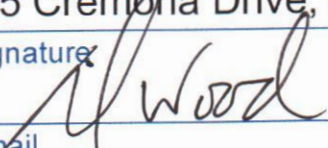
**TOTAL BID PRICE: \$ 7,595,700**

## NO PRE-BID CONFERENCE

Sealed bids will only be received as a pdf document via email to [procurement.submittals@kingcounty.gov](mailto:procurement.submittals@kingcounty.gov) containing the ITB# and Title on the subject line no later than the date and time listed on the cover page unless amended by King County.  
**Public Bid Opening will be conducted only via Skype or telephone.**  
To attend the Skype Bid Opening meeting, follow this link: [Join Skype Meeting](#) or by telephone at 1-206-263-8114. The Conference ID is: 811349

## 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		
Connectpoint Inc.		
Address		City/State /Postal Code
175 Cremona Drive, Suite 160		Goleta, CA 93117
Signature	Print name and title	
	Rick Wood, President and CEO	
Email	Phone	Fax
rwood@connectpointdigital.com	:805-682-8900, x 125	805-682-8004
Company Headquarters Located in State/Province of		
California		
SCS/DBE Certification Number	<input type="checkbox"/> This bid submittal contains information that is confidential, proprietary or a business secret	

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

## **SECTION 1 Instruction to Bidders**

### **1.1 Introduction**

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

### **1.2 Bid Submittal Procedure**

The entire solicitation document shall be completed, signed and submitted as a pdf file. Failure to return this entire solicitation document may result in disqualification of the Bidder.

Electronic bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time stated on the front of this ITB or as amended. The Bidder shall have the title and solicitation number on the subject line of the email submittal to [procurement.submittals@kingcounty.gov](mailto:procurement.submittals@kingcounty.gov). Do not copy the Buyer(s) when emailing submittal. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of electronic bids.

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 and Submittals**

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.

Full information on vendor registration is available at the website.

After submittals have been opened in public, the County will post electronic versions of all bids submitted in response to this ITB along with a listing of the bidders within 24 hours and, later, any final award determination. The documents posted may not fully represent complete submittals received by the county.

Their posting is for informational purposes only and does not constitute any evaluation, clarification, correction of minor irregularities or any decision made by the County.

Bidders shall indicate if the bid submitted contains information deemed confidential, proprietary or a business secret by checking the checkbox on the ITB cover page. Failure to do so may result in their submittal being posted online as described above.

#### **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 electronically 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 submitted in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Bidders by an addendum.

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

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

#### **1.9 Examination of Bid Documents**

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

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB.

No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

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

Modifications or withdrawal of bids already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the bids. All modifications or withdrawals must be made in writing by the Bidder or authorized representative to [procurement.submittals@kingcounty.gov](mailto:procurement.submittals@kingcounty.gov).

#### **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 emailed to the County at [procurement.submittals@kingcounty.gov](mailto:procurement.submittals@kingcounty.gov) 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.

#### **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, Freight on Board (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>

### **A. Protests To The Federal Transit Administration (FTA)**

#### **1. Settlement of Procurement Issues.**

- a. The County alone will be responsible for the settlement of all contractual and administrative issues arising out of procurement. The County will handle and resolve procurement issues and shall disclose information regarding such issues to FTA. Such issues include, but are not limited to, source evaluation, bid protests, disputes, and claims. FTA is not a party to any of the County's agreements for the construction of the proposed project.
- b. FTA will not substitute its judgment for that of the County's, unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or federal authority having jurisdiction. Reviews by FTA will be limited to the violations specified below, while all other issues received by FTA will be referred to the County:
  - (1) Violations of the County's protest procedures
  - (2) Failure of the County to review a complaint or protest.

### **B. Bid Protests**

#### **2. The FTA's process for receiving protests is 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.

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 Responsible Contracting**

#### **A. Contractor Responsibility – Compliance with Federal, State and Local Law**

For all contracts with a value of \$100,000 or more, the selected Bidder must meet the requirements set forth in King County Code 2.93.120 regarding historic compliance with environmental, worker safety, and labor and human trafficking laws. Historic compliance is defined as a minimum of three (3) years preceding the submittal date for the solicitation.

The County shall conduct a review in order to determine the selected Bidder's responsibility related to these areas. Failure to fully answer any responsibility question, or otherwise be out of compliance with the requirements of the code as determined by the County, shall eliminate the Bidder from consideration of award.

- B. Note that the County will issue the “[King County Responsibility Detail & Attestation Form](#)” to the low, Responsive, Responsible Bidder, who will then complete the form and return it to the County within a time period to be specified in the transmittal.

## **2.4 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.

## **2.5 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 Sustainable Purchasing Policy**

Bidders able to supply sustainable goods and services that meet design and performance requirements are encouraged to offer them in bids when not otherwise prohibited. Sustainable goods and services provide environmental, social, and economic benefits while protecting human health and the environment over the entire life cycle of the good or service, from the extraction of raw materials through final disposal.

To ensure that products and services meet sustainability criteria, the Sustainable Purchasing Policy authorizes King County purchasers to prioritize the use of ecolabels, and environmental standards and certifications recommended by the U.S. Environmental Protection Agency (EPA) and those accredited by third-party organizations. (Reference: KCC 18.20).

## **2.7 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.

- [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.
- [Responsibility Attestation and Detail Form](#) – If determined to be the low, Responsive, Responsible Bidder.



## **2.8 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.

## **2.9 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.

## **2.10 Public Disclosure of Bids**

Bid submittals and Contracts shall be considered public documents and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

Bidders and Contractors considering any portion of any record provided to the County under the Solicitation/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 Bidder/Contractor of the request and allow the Bidder/Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Bidder/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. The County shall not be liable to the Bidder/Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Bidder/Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.11 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 emailed 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 increase or decrease the minimum/maximum quantities, increase the not to exceed contract value, and/or add or delete goods or services within the intended scope of the contract. Adding goods and services may include, but is not limited to, approval of replacements for discontinued items, adjustment of estimated quantities, additional of 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; extension of 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 Contractor Name or Tax Structure Change**

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify King County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current King County buyer via email along with:

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new King County W-9, located at:  
<https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9.ashx?la=en>. Instructions for completing the document can be found at:  
[https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9\\_Instructions\\_for\\_Business.ashx?la=en](https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9_Instructions_for_Business.ashx?la=en)
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the buyer as soon as possible.

Any delay on the part of the Contractor to provide these items to the buyer may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contract Amendments or Change Orders will reference the new contract number.

### **3.4 Invoices and Payment**

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

- A. Invoice number;
- B. Invoice date;
- C. Purchase order number;
- D. Ship to address/location;
- E. Remit address;
- F. Item number(s);
- G. Description of supplies or services;
- H. Quantities;
- I. Unit prices;
- J. Subtotal and totals amount;
- K. Discount terms or amount, if applicable;
- L. Applicable sales tax with correct tax rate based on destination.

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

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

When a purchase order is issued against 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.

### **3.5 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.

### **3.6 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.

### **3.7 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.

### 3.8 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.

### **3.9 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.

### **3.10 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.

### **3.11 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.

### **3.12 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.

### **3.13 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.

### **3.14 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.

### **3.15 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 the 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.

### **3.16 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.

### **3.17 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 the Contract.

### **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. 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 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.

### **3.21 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.

### **3.22 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.

### **3.23 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 beside other rights and remedies provided by law or under the Agreement.

### **3.24 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 value of the Contract is approximately \$10,000,000 to \$15,000,000. 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 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 Shipping Charges, Packaging Charges and Fees**

All prices shall include freight, FOB to the designated delivery point. The County will reject requests for additional compensation for freight and/or packaging charges, fuel surcharges and fees of any type that are not specified within the Contract.

#### **4.5 Packing Slips**

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

If the delivery combines items from more than one (1) purchase order, separate packing slips shall be included in the shipment for each.

#### **4.6 Use Report**

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

#### **4.7 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.

#### **4.8 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.

#### **4.9 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 the contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

#### **4.10 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 thirty (30) days of the County's receipt of products.

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

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

#### **4.11 Hazardous Chemical Communication**

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare a Safety Data Sheet (SDS) for all products containing any toxic products that may be harmful to the end user. The SDS Sheet shall accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the SDS. If the product is actually used diluted, the rate shall be so stated in the SDS 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 SDS shall include a statement as to the intended use of the product.

#### **4.12 Prohibition on Asbestos-Containing Products**

Asbestos-containing products shall not be provided to the County under the 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.

#### **4.13 Contractor Impairment**

King County is committed to a safe, healthy, drug-free, and alcohol-free work environment on all County property and worksites. Contractor's employees are prohibited from reporting to or performing work on County property or worksites with the odor of alcohol present on their person, or are observed by a County employee to be consuming alcohol or controlled substances, and/or appear to be under the influence or impaired by alcohol or controlled substances. The County employee will use specific, contemporaneous and articulable observations about the Contractor's employee's appearance, speech, behavior, and odor when making this determination. King County will notify the Contractor of the County employee's observations. The Contractor shall instruct their employee that they are prohibited from continuing to perform work and will safely remove the employee from the County property or worksite.

#### **4.14 Insurance Requirements**

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of 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: \$1,000,000 combined single limit per accident for bodily injury and property damage;

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

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



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

## **SECTION 5 WSDOT Supplemental Terms and Conditions**

The Washington State Department of Transportation (WSDOT) Supplemental Terms and Conditions set forth below are made part of this Agreement. In the event of conflict or inconsistency between the WSDOT Supplemental Terms and Conditions and the provisions within the Agreement, the WSDOT Supplemental Terms and Conditions shall control. In the event of conflict or inconsistency between the WSDOT Supplemental Terms and Conditions and the Federal Transit Administration (FTA) Supplemental Terms and Conditions the provisions within the FTA Supplemental Terms and Conditions shall control. The Contractor is hereby given notice that State requirements may change, and the changed requirements will apply to the Project as required. The term "CONTRACTOR" shall be used herein interchangeably with the term "CONSULTANT" and the term "subcontractor" shall be used interchangeably with the term "sub-consultant." Contractor shall ensure that, when required, the applicable WSDOT Supplemental Terms and Conditions are included in each subcontractor's contract for Work on the Agreement.

### **5.1 Assignments, Subgrant-Agreements, and Leases (Section 11)**

- A. Unless otherwise authorized in advance in writing by WSDOT, which authorization shall not be unreasonable withheld, the CONTRACTOR shall not assign any completed Project facilities and/or infrastructure under this AGREEMENT, or sell, lease or lend the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.
- B. The CONTRACTOR agrees to include Section 11, Sections 14 through 21 and Section 25, Section 29 and Section 33 of this AGREEMENT in each subcontract it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT. The PARTIES further agree that those clauses shall not be modified, except to identify any third-party contractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in an advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:

"This AGREEMENT is subject to the appropriations of the State of Washington."

### **5.2 Compliance With State Design Standards (Section 14)**

- A. The CONTRACTOR agrees the Project design must comply with all Washington State Standard Specifications for Road, Bridge, and Municipal Construction ([www.wsdot.wa.gov/Publications/Manuals/M41-10.htm](http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm)), and any revisions thereto. Projects that wish to use design standards that differ from state standards must submit a request to WSDOT's Public Transportation Division and obtain documented approval before design work commences.

### **5.3 No Obligation By The State Government (Section 15)**

- A. No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof and the CONTRACTOR hereby agrees to include this provision in all contracts it enters into for the design, acquisition,

and construction of facilities and/or infrastructure related to the Project, or the performance of any work to be accomplished under this AGREEMENT.

#### **5.4 Ethics (Section 16)**

- A. Relationships with Employees and Officers of WSDOT. The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the CONTRACTOR rent or purchase any Project equipment and materials from any employee or officer of WSDOT.
- B. Employment of Former WSDOT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

#### **5.5 Compliance With Laws and Regulations (Section 17)**

- A. The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. Except when a federal statute or regulation pre-empts state or, local law, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. Thus if any provision or compliance with any provision of this AGREEMENT violates state, or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

#### **5.6 Labor Provisions (Section 18)**

- A. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

#### **5.7 Environmental Requirements and Archeological Preservation (Section 19)**

- A. The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA). The CONTRACTOR also agrees to comply with all applicable requirements of Executive Order 05-05, Archeological and Cultural Resources, for all capital construction projects or land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

## **5.8 Accounting Records (Section 20)**

- A. Project Accounts. The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income. The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

## **5.9 Audits, Inspection, and Retention of Records (Section 21)**

- A. Submission of Proceedings, Contracts, Agreements and Other Documents. During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six (6) year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.
- B. General Audit Requirements. The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.
- C. Inspection. The CONTRACTOR agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its contractors pertaining to the Project. The CONTRACTOR agrees to require each third party contractor to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, maintenance records, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

## **5.10 Limitation of Liability (Section 25)**

- A. The CONTRACTOR shall indemnify and hold WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT.

This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

- B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.
- C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.
- D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

#### **5.11 Lack of Waiver (Section 29)**

- A. In the event the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

#### **5.12 Termination (Section 33)**

- A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:
  - 1. The requisite funding becomes unavailable through failure of appropriation or otherwise;

2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
  3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
  4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
  5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
  6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.
- B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Take any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
  2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
  3. Failure to perform the Project or any part thereof including, but not limited to:
    - a. Failure to build the Project according to the design specifications and all building code required standards;
    - b. Failure to remedy all defects in the performance of the Project and correct all faulty workmanship by the CONTRACTOR or its subcontractors in a timely manner;
    - c. Failure to take any action which could affect the ability of the Project to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
    - d. Failure to make reasonable and appropriate use of the Project real property, facilities, equipment and/or infrastructure.
    - e. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or manner in which the CONTRACTOR is in default hereunder.

If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.

- C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.
- D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

## **SECTION 6 Federal Transit Administration (FTA) Requirements**

This Contract shall be partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between King County and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

### **6.1 Changes in Federal laws, Regulations, Policies and Administrative Practices**

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

Ref: FTA Master Agreement MA (16), 10-1-2009, Section 2(c).

### **6.2 Federal Changes**

The Contractor agrees to comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to comply shall constitute a material breach of this Contract.

Ref: 49 CFR Part 18 and FTA Master Agreement MA (16), 10-1-2009, Section 2(c).

### **6.3 No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

Ref: FTA Master Agreement MA (16), 10-1-2009, Section 2(f).

### **6.4 Equal Employment Opportunity**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 621-634; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Parts 1625 and 1630; 41 CFR § 60-1.4, Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, " 49 CFR Part 25. .

## **6.5 Title VI Compliance**

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation ("USDOT") — assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of

the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on DOT-assisted projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

## 6.6 Disadvantaged Business Enterprise Requirements.

- A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal of thirteen percent (13%) for FTA assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.
- B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.
- C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).
- D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: <http://www.omwbe.wa.gov/directory-certified-firms> Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**
- E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.
  - 1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.

2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces.
3. Commercially Useful Function. The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.
  - a. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.
  - b. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.
    - (1) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.
4. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:
  - a. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - b. **Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - (1) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - c. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products.

Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. The cost of the materials and supplies themselves shall be counted.

5. Purchases from a DBE. With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

## **6.7 Disadvantaged Business Enterprise and Other Small Business Participation**

The County encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

- A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
- B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
- C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiate in good faith with interested DBEs and other small businesses.
- E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
- F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

## **6.8 Audit and Inspection of Records**

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and

examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

Ref: 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FTA Master Agreement MA (16), 10-1-2009, Section 8 (c) and (d).

## **6.9 Buy America**

The Contractor agrees to comply with 49 USC § 5323(j), 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

General waivers are listed in 49 CFR 661.7 and include but are not limited to microcomputer equipment and Software for purposes of storing and processing data, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C), 5325(e)(f) and 49 CFR 661.11. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

Contracts in excess of \$150,000 require a Buy America Certificate, to be completed and submitted to the County with the bid, except those subject to a general waiver. A Contract that is not accompanied by a completed Buy America certification shall be rejected and subject to termination. This requirement does not apply to lower tier Subcontractors.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

## **6.10 Access Requirements for Individuals with Disabilities**

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

#### **6.11 Interest of Members of or Delegates of Congress**

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

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

This Contract is a covered transaction for purposes of 2 CFR part 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 2 CFR 1200, Subpart C and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 1200, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **6.13 Disclosure of Lobbying Activities**

Contracts in excess of \$150,000 require a Certificate of Lobbying Activities, to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it shall not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

#### **6.14 False or Fraudulent Statements or Claims**

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **6.15 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **6.16 Air Pollution**

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by FTA.

#### **6.17 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

##### **A. Environmental Protection**

The Contractor agrees to comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

##### **B. Air Quality**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 42 USC § 7606; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

C. Clean Water

The Contractor agrees to comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 33 USC § 1251.

D. Floodplains

The Contractor agrees to facilitate compliance with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 USC § 4321 note.

E. Endangered Species and Fisheries Conservation

The Contractor agrees to comply with applicable protections for endangered species of the Endangered Species Act of 1973, as amended, 16 USC §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 USC §§ 1801 *et seq.*

F. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used unless the FTA makes the specific findings required by 49 USC § 303.

G. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Work should cause adverse environmental effects, the Contractor shall take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622, 23 CFR 774.

H. Wild and Scenic Rivers

The Contractor agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 USC §§ 1271 -1287, relating to protecting components of



the national wild and scenic river system, with applicable implementing U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with applicable implementing U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR 8350.

#### **6.18 Preference for Recycled Products**

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

#### **6.19 Patent Rights**

If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify the County immediately and Provide a detailed report in a format satisfactory to the FTA. The rights and responsibilities of the Contractor and the County with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Contractor agree to take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance Provided by FTA.

FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Contract to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 *et seq.*, which applies to patent rights developed under a research project.

Ref: 49 CFR Parts 18 and 19, 37 CFR Part 401, USC §§ 200 *et seq*

#### **6.20 Rights in Data and Copyrights**

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

A. Federal Rights in Data and Copyrights

The Contractor agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this subsection.

B. License Fees and Royalties.

FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Work to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 *et seq.*, which applies to patent rights developed under a research project.

C. Restrictions on Access to Patent Rights

Nothing in this subsection pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

D. Data Developed Without Federal Funding or Support

In connection with the Contract, the Contractor may find it necessary to provide data to the County developed without any Federal funding or support by the Federal Government. The requirements of Federal Rights in Data and Copyrights do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with this Contract. Nevertheless, Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

**6.21 Termination Provisions Required**

All Contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement.

Ref: FTA Circular 4220.1F § IV.2.b.

**6.22 Breach Provisions Required**

All Contracts in excess of \$150,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$150,000 awarded under this Contract.

Ref: FTA Circular 4220.1F, § IV.2.B

\*Note – Applies to contractors that perform safety sensitive functions

## **6.23 Substance Abuse**

Contractor and its subcontractors agrees to comply with U.S. OMB Guidance, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, and U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 *et seq.*, including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.

## **SECTION 7 Technical Specifications/Scope of Work**

### **7.1 Project Overview**

King County Metro aims to provide new real-time information signs (RTIS) at a selection of RapidRide stations, transit centers, and some non-RapidRide bus stops. The new RTIS will enhance KCM's overall communication strategy and provide a better customer experience. This ITB will allow KCM to utilize a single provider to replace existing RTIS at locations that are utilizing outdated technology, some of which is almost two decades old.

KCM has one legacy system for the dissemination of RTIS to the public: INIT (LED).

### **7.2 Requirements**

A. The Contractor shall provide:

1. 13" (measured diagonally) e-paper, e-ink or alternative technology displays with solar panels, backup batteries that can easily installed to existing bus stop poles throughout the KCM system.
  - Cellular options required
2. 32" & 42" (measured diagonally) e-paper, e-ink or alternative technology displays that shall be mounted overhead to a KCM Tech Pylon and "hard-wired" into KCM's power and communication network.
  - Cellular, Wi-Fi, and Cat5/6 options required
  - DVI or HDMI connection inputs
3. The KCM Technology Pylon is a structure for which maintains the network equipment, ORCA Reader, and Real Time Information Signs (RTIS). It acts as a flag marker to represent a RapidRide Station.
4. Double-sided 32" mounting bracket weighing less than 150lbs for KCM's legacy Tech Pylon infrastructure (total weight including two 32" RTIS).
5. Double-sided 42" mounting bracket weighing less than 300lbs for KCM's new RapidRide 2 Tech Pylon (total weight including two 42" RTIS).
6. Push to talk (PTT) button/system that reads the content of the RITS to a speaker and may perform autonomously without a connection to an RTIS.
7. An RTIS content management software system that will enable all current and future RTIS assets to be communicated with by KCM in order to post service information and internal marketing campaigns, and to be monitored for screen health and live images.
8. Field replaceable so that if an RTIS stops working through malfunction or damage, it can be taken down from a bus stop pole or Tech Pylon and replaced with another RTIS configured to replace it until the old sign can be repaired offsite, if possible. All replacement RTISs shall be easily configurable and require little to no technical skill to do so.

### **7.3 Product Data and Submittals**

A. General

1. The RTIS shall consist of a digital device featuring a display with integrated computer; processor.

2. The RTIS shall provide variable message capability and capability to connect to a push to talk button/speaker system;
3. The RTIS shall display predicted arrival time as sent by King County Metro's Transit Alert system via a GTFIS-RT feed. Display shall be in minutes or clock time (hh:mm am/pm);
4. The RTIS shall display transit alerts and announcements, transfer information, and notifications to demographic areas sent by King County Metro's Transit Alert system through GTFIS-RT feed;
5. The 13" RTIS can use cellular technology or a hard wire to connect to King County Metro's wide area network (WAN) and shall use solar power.
6. The 32" and 42" RTIS shall connect to King County Metro's wide area network (WAN) via either a fiber switch or 4G/LTE Cradle point located within King County Metro's technology pylon and the power shall be hard wired to accept either a 110-240 VAC power connection.

#### B. Messages

1. The RTIS shall include a display of the current time in digital format: hh:mm am/pm.
2. The RTIS shall include a message area for the display of transit alerts and announcement messages.
3. The RTIS shall include a message area for the display of notifications to KCM defined demographic areas.
4. The RTIS shall include a message area for the display of Transfer Information.

#### C. Audible Messages

1. The RTIS display shall include a Push to Talk system that will be able installed within the technology pylon so that audible announcements can be transmitted from the RTIS.
2. The RTIS shall be capable of an audible message of up to ninety (90) seconds in duration.
3. The RTIS shall play ad-hoc audible messages/announcements. These messages and announcements shall be originated (spoken) by the central system coordinator.
4. The RTIS shall store and play audible pre-recorded messages. These messages and announcements shall be triggered by the central system coordinator.
5. The volume of audible messages shall be controllable by the Control Center. The RTIS shall accept and duplicate within 5% the volume of audible messages as sent by the Control Center.
6. The RTIS display shall provide the capability to "read" aloud the schedule information when invoked by a customer at the stop. "Read" means play a recording of the text that is being displayed on the RTIS at the time of the invocation. Upon invocation, the audible schedule shall play through one time in its entirety. Subsequent readings shall require invocations.

#### D. Coach Arrival Display

1. The RTIS must come in three (3) main sizes, 42", 32" and 13".
2. The RTIS shall be able to display bus arrival information for multiple transit routes. The display of bus arrival information shall include the route designator, the arrival time in minutes, and the destination.
3. The display elements shall provide high visibility and be capable of a variety of fixed-width and proportionally spaced fonts.
4. Display characteristics shall be consistent with ADA requirements.
5. Finish and Contrast: Characters and their background shall have a non-glare finish minimizing shadows cast by lighting sources and/or surface glare.
6. Finish and Contrast: Characters and their background shall contrast with their background with either light characters on a dark background or dark characters on a light background.
7. For 32" and 42" RTIS mounted overhead to a Tech Pylon:
  - a. The RapidRide route shall be the first bus route information shown on every display.
  - b. Horizontal Viewing Distance shall be less than 180 inches. Viewing distance shall be measured as the horizontal distance between the character and an obstruction preventing further approach towards the sign. Character height shall be based on the uppercase letter "I".
  - c. The RTIS shall provide reading angle legibility of 140 degrees.
  - d. The RTIS shall be able to be installed with a landscape orientation and shall have a maximum width of 56-inches and maximum height of 30-inches and a minimum width of 29-inches and minimum height of 17-inches.
  - e. The RTIS shall be encased in a closed housing which contains a condensation avoidance mechanism and rated IP65 or greater.
  - f. The screen cover shall be tinted, anti-glare, and made of vandal resistant material.
  - g. The housing shall contain the CPU required for functionality.
  - h. The housing shall be mounted to King County Metro's RapidRide2 and legacy Technology Pylon constructed by the County. Access to the RTIS shall be through a secure mechanism, such as a key type system.
  - i. The environmental protection standard applicable for enclosures around electronic equipment shall be IP65, weatherproof: the housing and screen cover shall be weather-protected and tamper-proof and totally protected against dust and protected against the effect of immersion between .06 inches to 39 inches.
8. E-Paper Technology
  - a. The E-Paper screens shall be > or = to 2560 x 1440 pixels for 32" and 42" screens. The E-Paper screens shall be > or = 1200 x 1600 pixels for 13" screens.
  - b. The E-Paper screens color shall be Grayscale.

- c. The minimum viewing angle of the display shall be  $\geq$  30 degrees from the center viewing axis.
- d. The average life of E-Paper screens shall be rated for  $\geq$  100,000 hours (mean time between failure [MTBFI]).

E. Operational Characteristics

1. The RTIS shall blank the screen and retain the message information during a power and/or communication failure and automatically re-display the information when the power/communication is restored.
2. The system shall provide system availability of at least 99% per year.
3. The RTIS shall utilize adaptive luminosity control that automatically adjusts the display output based on ambient lighting conditions.
4. The RTIS shall be capable of operation in the temperature and humidity ranges encountered in King County, Washington inclusive of the extremes. Below are the average Seattle figures, followed by extremes in parentheses:  
 Temperature: 40 degrees F. low, 66 F high (0-150)  
 Humidity: 49% low to 88% high (20-95)  
 Rain: .9 inches/mo. to 6 inches per mo. (.5-10)  
 Cloudy days: Clear days 71, Partly Cloudy 93, Cloudy 201
5. Each individual RTIS shall be identifiable electronically to County systems based on the station location at which it is installed.
6. Contractor will provide the County with complete hardware specifications for all provided hardware.
7. Contractor will provide the County with all system documentation for all provided hardware.
8. Contractor will provide notice of any special electrical requirements for equipment that is outside a normal 110-120V outlet with a 15 AMP circuit.
9. All parts shall be made of corrosion-resistant material.
10. Equipment shall be designed to prevent unauthorized access, and to facilitate authorized access.
11. All equipment and devices shall comply with the Americans with Disabilities Act (ADA) of 1990 as amended.
12. Contractor shall supply a comprehensive System Security Plan which identifies the system elements that require protection, and identifies mechanisms, procedures, and processes to counter security threats to those elements.
13. Power consumption shall not exceed 280 Watts.
14. An External or Internal Temperature Probe shall be available.
15. Power converters and power supplies shall be UL Listed and Approved.
16. The RTIS shall be Buy America compliant.
17. The equipment including all cables and connectors to and from the RTIS must be electrically protected to withstand low voltage, high voltage, and electrical spikes.

18. The Contractor shall be responsible for any filters, power stabilizers, rectifiers and other devices that protect the RTIS equipment from spikes, drops, and any other power issues routinely experienced in an outdoor sign environment.
19. All equipment shall be in new and unused condition.

**Performance Period:**

Location	Route	Opening Date	RTIS Count	RTIS Size	PTT Count
Corridor 1:	RapidRide H-Line	Fall 2021	110	42"	50
Corridor 2:	RapidRide G-Line	Fall 2023	52	32"	25
Corridor 3:	RapidRide I-Line	Fall 2023	146	42"	67
Corridor 4:	RapidRide R-Line	Spring 2024	98	42"	40
Corridor 5:	RapidRide K-Line	Spring 2025	120	42"	50
Training Shelter:		Jul-Sep 2020	2	42"	1
Training Shelter:		Jul-Sep 2020	2	32"	1
Spot Improvements		2021 – 2027	100	13"	

\*spare RTIS are included in the totals above.

Each corridor is in conjunction with the larger RapidRide Expansion project and dates are subject to change.

The listed end date for the performance period is the date the signs will be in service to the public. Testing and Acceptance for each corridor shall be completed up to two (2) months prior to the listed end of the performance period.

**7.4 Submittals Upon Completion of the Contract**

Within thirty (30) days of expiration of contract and before final payment can be made, the Contractor shall provide the following to the County. Arrangements for delivery shall be made with the County Project Manager.

- A. Custom Aluminum Extrusion Dies and CADD drawings.
- B. Custom cast aluminum molds and CADD drawings.
- C. All fabrication CADD drawings, in electronic format (AutoCAD compatible).

**7.5 File Formats**

- A. The Contractor shall provide all necessary labor, materials and equipment required to meet the objectives of each task. A wide variety of software may be used in developing the products identified as part of this scope.
- B. If the Contractor is using AUTOCAD, plans shall be presented in DWG format on a disc; using AUTOCAD 2016 or other approved software packages as long as they are provided in DXF files. If drawings must be placed on more than one (1) disc, the Contractor shall



use PKZIP to compress/transfer files. A drawing file list shall be provided as well as drawing file matrix showing all x-reference files and paths.

- C. Alternatively, drawing files may be transmitted via e-mail to a SharePoint site used to manage the County's Signage System program. E-mailed files shall be individually compressed before shipping. E-mail attachments shall not exceed 1.5Mb.
- D. For other graphic deliverables, a wide variety of software--including Adobe Illustrator, or InDesign may be used in developing the products identified as part of this scope.
- E. Text documents, cost estimates, and presentations shall be prepared with Microsoft Office Suite 2010 or a later version.
- F. The Contractor can also convert all work-in-process files to PDF format for electronic transfer. Final deliverables shall be provided in both hard copy and PDF. All final electronic files shall be copied onto CD's and delivered to the County.

## **7.6 Project Management**

- A. Upon award, the contractor shall submit within thirty (30) days a project management plan that shall include a detailed production schedule, identification of contact, scope of services, and invoicing procedures.
- B. The Contractor shall have continuous monitoring of in-house and subcontractor(s) work adhering to the scope of work, schedule, and budget, quality of design, drawings, specifications, and cost estimates.
- C. The Contractor shall facilitate the coordination and supervision of any subcontractor(s) to ensure proper integration of the work.
- D. The Contractor shall maintain project files, including engineering computations, assumptions, meeting notes, working drawings, phone logs, e-mails, and memos.

## **7.7 Quality Assurance**

- A. Contractor Qualifications:
  - 1. The Contractor is required to have greater than 300 ePaper units deployed in the US as of the date of this ITB.
  - 2. The Contractor is required that they have greater than 100 32" ePaper Digital Displays deployed in the US as of the date of this ITB.
  - 3. The Contractor is required to have verifiable US deployments at least 24 month prior to the date of this ITB.
  - 4. The Contractor is required to have at least 2 other deployments in the US with agencies that are equal to or greater than the size of King County Metro.
- B. QA/QC Plan: Upon award, the Contractor shall submit to the County a QA/QC plan within thirty (30) days for acceptance. The plan shall include detailed steps and procedures to assure that the fabrication and assembly of the sign units comply with all contract requirements.
- C. Qualifications for Welding: Welding processes and welding operators shall be in accordance with the American Welding Society (AWS) "Standard Qualification Procedure."

- D. Uniformity of Manufacturers: Final RTIS mounting bracket fabrication shall be from the Contractor.
- E. Fabrication Observation: The Contractor shall notify the County fifteen (15) days prior to ninety percent (90%) completion of the fabrication, so that the work may be observed and/or inspected by King County Transit personnel prior to delivery to the County.
- F. Project Manager: The Contractor shall assign a project manager to act as a liaison and communication channel between the County and the Contractor.

**7.8 Performance Requirements**

- A. Expansion and Contraction: Design, fabricate and install component parts to provide for expansion and contraction of the material over an air temperature range of 100 degrees F. (37.8 degrees C.), without buckling, sealant joint failure, glass breakage, undue stress on members and anchors, or other detrimental effects.
- B. Fabrication Tolerances: Sign panels, cabinets and cladding shall show no visual distortion when viewed in the upright position.
- C. All aluminum extrusions and casting, as applicable, shall conform to the latest edition of the following standards; the National Standard Dimensional Tolerances for Aluminum Mill Products (ANSI H35.2) and the Aluminum Standards and Data (ASD) and the Standards for Aluminum Sand and Permanent Mold Castings published by The Aluminum Association.

For Reference only, for estimating, allowable tolerances for aluminum extrusions:

<b>Dimension</b>	<b>Tolerance</b>
Cross section or profile dimensions	+/- 0.008 per inch of measured dimension
Cutting Length (Piece parts)	+/- 0.015 inches
Straightness	0.0125 inches by length in feet
Twist	0.5 degrees by length in feet
Flatness	0.004 by width in inches
Wall thickness	+/- 10%

- D. Sign panels, cabinets and cladding: All fabricated assemblies shall be fabricated to the following tolerances:
  - Width: +/- 1/8"
  - Height: +/- 1/16"
  - Thickness: +/- 1/16"
  - Diagonals: +/- 1/8"
- E. Panel Alignment at Butt Joints: Sign components shall align parallel and flat without visible variation when viewed from the normal viewing distance.

## 7.9 Interface

### A. General

1. The RTIS shall receive and produce the required demonstration of several events: route data input, estimated next bus arrival time to waiting customers, alerts and announcements, transfer information, invocations for display of text and play of pre-recorded audio, ad-hoc oral announcement for play, and invocations for recitation of the route display.
2. Each event requires an interface and corresponding testing.
3. Contractor is required to integrate and interface the RTIS with King County Metro's Transit Alert GTFS-RT data feed. Contractor shall work cooperatively with King County Metro's Transit Alerts system and County staff on an as-needed basis as directed by the County Project Manager. At the request of the County PM, Contractor shall attend specified Technical Interface Committee (TIC) meetings for technical discussions among County and Contractors.
4. The Contractor may utilize an API to provide for sign setup and configuration and to allow for health monitoring, but all data input to be displayed on the signs shall originate exclusively from the Transit Alert GTFS-RT data feed.

### B. Transit Alerts System Interface (In Development)

1. The King County Metro Transit Alerts tool shall generate a GTFS-RT data feed that shall include all route data input including but not limited to: estimated next bus arrival times, transit alerts and announcements, transfer information, and notifications to demographic areas.
2. Contractor will supply the RTIS side of the transaction to produce the desired event with 100 percent valid reproduction. The County coordinators who staff the Transit Alerts tool will have a RTIS in the training center which displays the What You See Is What You Get (WYSIWYG) rendition of the requirement.

### C. Contractor Supplied Interfaces

1. Contractor shall cooperate with Transit Alerts System and all third-party providers in addition to County involved staff to install and test RTIS functionality.
2. The RTS shall interface with GTFS-RT feed via the KCM's Transit Alerts system interface.
3. Prior experience with configuring signs to display data from a GTFS-RT feed is strongly preferred.
4. The RTIS shall include an interface to locally stored pre-recorded text messages and audio messages that shall be presented via the screen or speakers.
5. The RTIS shall receive GTFS-RT feed via both a wired or wireless LAN and display the requested text for display, play the requested pre-recorded audio message or ad-hoc oral message.
6. The RTIS shall accept requests from passengers at the station to recite the route information being displayed on the screen at the time of the recitation. The RTIS shall "recite" the display one time per invocation. The RTIS shall translate route display from text to speech upon invocation.

7. Any input data that requires reformatting will be reformatted in Transit Alerts system by the Contractor in conjunction with KCM staff.
8. Contractor shall provide documentation comparable to the provided GTFIS-RT specification from KCM.
9. RTIS shall display the requested event or started the requested audio in sub-second response time.
10. System documentation shall be supplied for all aspects of the interface.

## **7.10 Connectivity**

### **A. General**

1. The RTS shall be IP-addressable and able to communicate using either a wireless or fiber network connection. The typical RapidRide installation will use an ITS network with the following components:
  - a. Roadside – IP/Ethernet network transmitted either on transit exclusive fiber-optic cable with hubs/switches located in technology pylons or wirelessly transmitted via a 4G LTE connection from a Cradle point located in the technology pylon.
  - b. Backhaul – Center to Center (C2C) VPN WAN connection to access the roadside network.

### **B. Connectivity**

1. The RTIS shall provide receipt acknowledgements, message retries, notification of non-receipt, promotion, demotion, and cancellation of messages, and duplicate-message prevention.
2. King County's Office of Information Resource Management, provides support services and oversight for the KCWAN.
3. Subsystems and their connectivity shall be designed to facilitate subsystem replacement or upgrade without requiring major modifications to the rest of the system.
4. RTIS signs must be certified by a US carrier, i.e., ATT, Verizon, etc. and operate under a secure carrier VPN certification. Machine to Machine communication.

## **7.11 Testing**

### **A. General**

1. Testing shall include Factory Acceptance Testing (FAT) and Installation Acceptance testing (IAT).
2. After successful completion of all phases of the FAT and IAT tests, the County will provide written acceptance of the system of the tests.
3. After successful completion of all phases of the IAT test, the County will provide written final acceptance of the system.

### **B. Factory Acceptance Testing**

1. Factory Acceptance Testing shall be performed to ensure that the Contractor-provided systems and subsystems, and interfaces to the provided legacy subsystems, meet all specifications. Factory Acceptance Testing is performed prior to on-site installation.
2. The Contractor shall provide a comprehensive Factory Acceptance Test (FAT) program that shall consist of the following individual test programs: Functional, Environmental, Electromagnetic Test, Maintainability Test.
3. Each Equipment Type shall be subject to the FAT unless waived by the County Project Manager. Testing shall be performed on each item of Equipment.
4. Testing Waiver: If Contractor can prove by certification of using authority, property, or independent testing organization that Equipment manifestly similar to that specified here has been subjected to testing to the extent specified, the associated test may be waived, subject to approval. The Contractor shall submit independently verified tests to the County for approval at least 60 days prior to the scheduled start date for the FAT.
5. Factory Acceptance Testing shall be performed in controlled laboratory conditions at an approved factory or independent facilities.

#### C. Functional Test

1. The purpose of this test shall be to demonstrate that for each RTIS type and system, the functions specified throughout this document, including all limiting conditions, shall be met.
2. The Contractor shall be responsible for developing a functional test procedure that satisfactorily demonstrates all Equipment and system functions and shall submit this test procedure for approval 30 days in advance of the test.
3. To successfully pass the Functional Test, each function specified shall be tested ten times in a row without failure. Each piece of Equipment shall have passed the functional test before the environmental tests are started.

#### D. Environmental Test

Environmental tests shall be performed one time for each item of Equipment and shall be tested per Subsection 2.A.1.3.1, Society of Automotive Engineers SAE Recommended Practice J1455 JAN88 or updated as follows:

1. **The Thermal Shock Test** shall be per aforementioned SAE Recommended Practice, and shall use the thermal profile portrayed in Figure 2C of said section, except that:
  - a. The storage temperature limits shall be 0 to +150 degrees Fahrenheit.
  - b. The presoak shall be two (2) hours at twenty five (25) degrees Fahrenheit.
  - c. Hour twenty four (24) to hour twenty five (25) shall be at seventy (70) degrees Fahrenheit.
  - d. Functional tests shall occur immediately prior to and after the twenty five (25) hour test period.
2. **The Thermal Cycle Test** shall be per the aforementioned SAE Recommended Practice:
  - a. The temperature limits shall be 0 to +150 degrees Fahrenheit.

- b. The chamber temperature shall be held for two hours minimum at 10 degrees Fahrenheit, followed by two hours minimum at +150 degrees Fahrenheit, followed by two hours minimum at +70 degrees Fahrenheit.
  - c. Tests shall occur immediately prior to and every thirty (30) minutes during the test period, which will terminate at eight hours minimum, provided that all conditions above are satisfied.
3. **The Humidity Test** shall be per the aforementioned SAE Recommended Practice:
- a. Temperature limits shall be 10 to +135 degrees Fahrenheit.
  - b. Humidity shall be ninety-five (95%) relative humidity (non-condensing).

#### E. Shock and Vibration Tests

The Contractor shall ensure that shock and vibration conditions are considered to ensure that proper isolation/protection is built into the design of the components. In addition, the following test requirements shall be met.

1. Vibration Test system components shall be tested per the Procedure I of MIL-STD-810E, Method 514.4, Procedure I, Category I, Curve of Figure 514.4-1, with the following changes:
  - a. The vibration sweep shall be 1.5g, 5.5 to 200 Hz. The cycling time shall be two hours on each axis for a total of six hours. The Equipment shall operate normally during and after this acceleration test, and the Equipment shall not experience broken or loosened parts from this vibration.
  - b. At the conclusion of each axis frequency sweep cycle, the Equipment shall be subjected to a vibration of 3 g-forces at a frequency sweep between 7 and 14 Hz for a period of one minute, and 4 g-forces at a frequency sweep between 70 and 140 Hz for a period of one minute. The Equipment shall operate normally after these acceleration tests and shall not experience broken or loosened parts from this vibration.
2. Shock Test system components shall be tested per Procedure I of MIL-STD-810E, Method 516.4 with the following changes:
  - a. Half-sine shock pulse with a peak value (A) of 5 g and duration (D) of 20 milliseconds.
  - b. System components shall operate normally after the shock tests and shall not have experienced broken or loosened components as a consequence of these tests.

#### F. Electromagnetic Test

1. Equipment shall be tested for electromagnetic compatibility.
2. Equipment shall not sustain any permanent damage as a result of the exposure to electromagnetic fields nor shall it lose any data.
3. This testing shall take into account the conditions existing at King County facilities including bus tunnel and trolley conditions.

#### G. Maintainability Test

The Contractor shall conduct a maintainability test that consists of introducing faults into the Equipment and systems, and then measuring the time required for a technician to correct the fault.

Thirty (30) days prior to the start of the FAT tests, the Contractor shall submit to the County Project Manager a Maintainability Test Plan for approval. The Maintainability Test Plan shall show:

1. The basis of sample-size selection.
2. A list of faults to be introduced into the Equipment. This list shall represent every known failure mode for each unit of Equipment and system.
3. A reasonable time limit for repair performed by an average technician based on field experience.

The maintainability test shall be conducted in the following steps:

1. The contractor shall provide several units of the Equipment to the County Project Manager to simulate failed components, miss-adjustments, and incorrect settings.
2. The simulated failures shall be introduced in proportion to their expected failure rate.
3. The Contractor's maintenance personnel shall be unaware of the simulated failures and shall be assigned to troubleshoot the Equipment.
4. The repair times shall be recorded and the mean-time-to-repair (MTTR) shall be compared with the advance list provided by the Contractor.
5. Maintainability Test results shall be reviewed and approved by the County Project Manager.

#### H. Installation Acceptance Testing

1. The installation acceptance test (IAT) shall be conducted in two (2) stages which may be performed concurrently.
  - a. Fourteen (14) Day setting period.
  - b. Thirty (30) Day reliability period.
2. The test period shall start when the County receives the installation and warranty certification from Contractor. Such certification shall be provided after the system has been installed, installation check is complete, and all equipment is functional.
3. Contractor shall be responsible for all equipment maintenance before and during all testing. Contractor shall provide adequate spare modules, parts, and assemblies to complete the IAT.
4. The entire RTIS shall be fully operational and successfully delivering displays and recordings provided by the interfaces.
5. The County will determine the exact quantity of tests to be performed on each RTIS.
6. If the Equipment fails during the IAT, the Contractor shall promptly supply replacement equipment at no additional cost.

7. The County reserves the right to suspend or restart any test if the system fails to operate correctly. The County reserves the right to suspend testing on the entire system if a portion of the RTIS is malfunctioning.
  - a. If a failure occurs, the County will provide a list of test discrepancies. The Contractor shall determine the probable cause of the failure and the solution. Such explanation shall be in writing.
  - b. Adjustments to the test period will be as follows:
    - (1) When the failure and correction may require a short time to implement. Once the failure is corrected, testing shall begin at the point in time of the failure.
    - (2) When the failure requires more time to correct for conditions that are within the control of Contractor: system design, software problems, interference to/or with other equipment, failures that may be of a minor nature, but have not been easily or quickly corrected, a second failure of a given test. Once corrected, the time of the test shall start at zero for all phases of the IAT.

## 7.12 Training

### A. General

1. Contractor shall provide classroom training for up to twenty (20) County employees on the maintenance and operation of all aspects of the RTIS.
2. Training shall take place at a site of the County's choosing.

### B. Training Documentation

1. Contractor shall supply training documentation prior to training. The documentation must be approved by the County Project Manager prior to the commencement of training.
2. The course topics shall include, but not be restricted to: housing maintenance, weatherproofing, sign assembly, sign attachment, audio invocation device repair, bulb replacement, electrical connections, power connections, treatment of housing and screen cover, message display, audible characteristics and speaker maintenance and replacements, software maintenance, software tool.

### C. System Documentation

1. Contractor shall supply full system and equipment documentation at installation planning.
2. The software documentation shall include all aspects of the RTIS software included, but not limited to:
  - a. Hardware/firmware configuration documentation for each specified component.
  - b. Software installation and configuration documentation including Operator, programmer, and user's manuals.
  - c. Database documentation, schema, and data for all jointly or Contractor-designed databases.



3. Maintenance manuals shall contain complete data required for preventive and corrective maintenance of all parts of the RTIS, including but not limited to the following:
  - a. General information and specifications.
  - b. A complete, well-developed troubleshooting guide covering all the mechanical, electrical, and electronic components.
  - c. All preventative maintenance and adjustment requirements.
  - d. Complete wiring and schematic diagrams and schedules for wire and cable sizes and ratings including actual cable layout, plus locations in the RTIS of all electrical and electronic components.
  - e. Illustrative drawings, such as isometrics, exploded views, or photographs identifying components in relationship to each other as mounted in the buses.
  - f. Components shown in exploded views with all parts clearly identified including Contractor and manufacturer's part numbers.
  - g. Rebuilding procedures for all rebuildable components.
  - h. Detailed, well-illustrated procedures for component change-out plus servicing, adjusting, testing, and run-in information as required.
  - i. Repair and calibration instructions and values.
  - j. List of special test Equipment/tools required for maintaining and repairing systems down to the component level.
4. For 3<sup>rd</sup> party off-the-shelf Equipment, Contractor shall deliver manuals that are provided by the supplier at the time of purchase of the Equipment.

### **7.13 Delivery and Installation**

#### **A. General**

1. Signs shall be delivered per corridor to County designated sites. Each corridor shall have a designated number of signs and a designated number of spares. Spares shall be delivered to a County designated storage site. Sign deliveries by corridor shall be as follows:
  - a. Training Shelter: 2 signs
  - b. Corridor 1: 100 42" signs plus 10 spares
  - c. Corridor 2: 42 32" signs plus 10 spares
  - d. Corridor 3: 136 42" signs plus 10 spares
  - e. Corridor 4: 88 42" signs plus 10 spares
  - f. Corridor 5: (est. ~120) 42" signs plus 10 spares
  - g. Spot Improvements: 100 13" signs
- B. The County shall reserve the right to change the number of signs per corridor at any point prior to corridor delivery.
- C. Delivery and installation shall be performed in conjunction with concurrent RapidRide Expansion Program corridor activities.
- D. Delivery

- a. Contractor shall be responsible for the delivery of RTIS Equipment, materials and software on non-holiday weekdays to County-designated locations.
- b. Shipments shall be delivered to the County locations at no cost to the County and the Contractor shall be responsible for arranging for, and paying, all freight, taxes (except sales tax if applicable), licenses (related to import), duties, and other costs to complete the delivery to the County designated locations.
- c. The County shall not be deemed to have received possession of Equipment, software and other Deliverables until a representative of the County has signed an acknowledgement of the County's receipt of delivery.
- d. Contractor shall provide the County with ninety (90) day notice if any equipment or software or spare parts previously supplied is to be discontinued. This period will allow the County additional purchases for which Contractor agrees to facilitate.

**SECTION 8 Bid Response**

**8.1 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.

**8.2 Bidder's Contact Information**

**Primary Location:**

A. Physical Address: 175 Cremona Drive, Suite 160, Goleta, CA 93117

Mailing Address: Same as Physical Location

Name of Contact Person: Rick Wood

Email: rwood@connectpointdigital.com

Telephone No. (Local/Toll Free): 805-682-8900, x 105

Fax No. (Local/Toll Free): 805-682-8004

UBI No.: \_\_\_\_\_

Washington State Contractor's License (if applicable): \_\_\_\_\_

State hours and days of operation:

Hours: 6 a.m. to 6 p.m. Days: Mon to Fri

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

E-mail: \_\_\_\_\_  Fax: \_\_\_\_\_

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

175 Cremona Drive, Suite 160, Goleta, CA 93117

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**8.4 Retail and Stocking/Warehouse Facility Locations (if applicable)**

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

**8.5 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  1  % -  20  Days, Net  60

**8.6 Purchasing Card (P-Card) Acceptance**

Contractors are requested to have the capability of accepting 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. **Prompt pay discounts shall apply to payments made by P-Cards.**

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

Accept VISA cards: Yes  X  No

Additional purchasing (charge) cards accepted:

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

**8.7 Pricing – See Attachment A**

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

## 8.8 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: Pittsburgh Port Authority of Allegheny County  
Company Address: Heinz 57 Center, 345 Sixth Avenue, Pittsburgh, PA 15222  
Company Phone: 412-566-5339  
Contact Person: Scott Vetere, Project Director, ITS and Special Projects  
Dates: 2016 - current

Company Name: Washington Metropolitan Area Transit Authority (WMATA)  
Company Address: 7541 Andrews Federal Campus Drive, Suitland, MD 20746  
Company Phone: 202-962-2405  
Contact Person: Scottie Borders, Senior Program Manager  
Dates: 2017 - current

Company Name: VIA Metropolitan Transit  
Company Address: 1021 San Pedro Ave, San Antonio, TX 78212  
Company Phone: 210-362-2338  
Contact Person: Tony Felker, Manager of Transportation Technology  
Dates: 2017 - current

Company Name: Tri-County Metropolitan Transportation District of Oregon (TriMet)  
Company Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201  
Company Phone: 971-303-3896  
Contact Person: Tyler Snyder, Manager, Customer Information  
Dates: 2019 to current (line added - missing from form but requested) RW

## Revised Attachment A-Pricing

Item #	Total Est Qty	UOM	Description	Unit Price	Extended Price
1	54	EA	32" ePaper Digital Display (AC Power)	\$8,310.00	\$448,740.00
2	10	EA	32" ePaper Digital Display (Solar Power)	\$10,570.00	\$105,700.00
3	356	EA	42" ePaper Digital Display (AC Power)	\$14,900.00	\$5,304,400.00
4	10	EA	42" ePaper Digital Display (Solar Power)	\$17,810.00	\$178,100.00
5	100	EA	13" ePaper Digital Display (AC Power)	\$3,590.00	\$359,000.00
6	10	EA	13" ePaper Digital Display (Solar Power)	\$4,290.00	\$42,900.00
7	234	EA	Push to talk button (PTT)	\$1,470.00	\$343,980.00
8	510	EA	Programming Fee per sign	\$160.00	\$81,600.00
9	510	EA	RTIS Content Management Software System Support per year per sign	\$590.00	\$300,900.00
10	54	EA	32" custom mounting bracket	\$850.00	\$45,900.00
11	356	EA	42" custom mounting bracket	\$1,080.00	\$384,480.00
<b>Grand Total</b>					<b>\$7,595,700.00</b>

ATTACHMENT B

BUY AMERICA CERTIFICATE

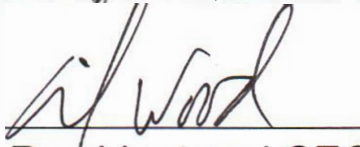
Certificate of Compliance with Section 165(A)

Par. 661.5 GENERAL REQUIREMENTS FOR STEEL AND MANUFACTURED PRODUCTS.

1. Except as provided in Part 661 no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
2. All steel manufacturing processes must take place in United States, except metallurgical processes involving refine of steel additives.
3. The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
4. For a manufactured product to be considered produced in the United States:
  - (a) All of the manufacturing processes for the product must take place in the United States; and
  - (b) All items or material used in the product must be of United States origin.
5. Subcomponents, such as bus parts, may be foreign sourced. Such products are considered Buy America compliant.

The vendor hereby certifies that it **Will** comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

Signature:



Date:

5/26/2020

Title:

President and CEO

Company Name:

Connectpoint Inc.

OR

Certificate of Noncompliance with Section 165(a)

The vendor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR Part 661.7.

Signature:

Date:

Title:

Company Name:

It is important to remember that this Bid is funded in part by the FEDERAL TRANSIT ADMINISTRATION (FTA). In accordance with FTA requirements, each vendor shall complete this attachment and submit it to the County with and as a part of their Bid.

ATTACHMENT C

CERTIFICATE OF LOBBYING ACTIVITIES

CONTRACT/PROCUREMENT NO. 1006-20-JAS

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

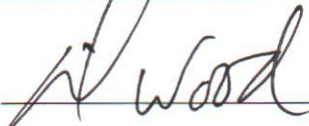
- A. No federally appropriated funds have been paid or Will be paid, by or on behalf of the undersigned, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or Will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the Contract administrator.
- C. The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all recipients of Subcontract awards in excess of \$150,000 Shall certify and disclose accordingly.

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

Date: 5/26/2020

Company Name: Connectpoint Inc.

Authorized  
Signature:



Printed  
Name/Title: Rick Wood, President and CEO



# Invitation to Bid (ITB) Addendum #1



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

**ADDENDUM DATE: MAY 7, 2020**

ITB Title: Real Time Information Sign (RTIS)  
ITB Number: [1006-20-JAS](#)  
Due Date: May 28, 2020 - 2:00 p.m. PT  
Buyer: Julie Snider, [julie.snider@kingcounty.gov](mailto:julie.snider@kingcounty.gov), 206-263-9291  
Alternate Buyer: Lonnie Platt, [lonnie.platt@kingcounty.gov](mailto:lonnie.platt@kingcounty.gov), 206-263-1287

This addendum is issued to revise and respond to questions received regarding ITB 1006-20-JAS, advertised May 4, 2020, as follows:

1. The Due Date will remain the same.
2. Replace Attachment A Pricing sheet with **Revised Attachment A Pricing sheet**

**The following answers are in response to questions received:**

3. Question: The price form Attachment A (Excel document) has protected cells for the Mounting brackets column that does not enable an extended price total to be calculated and then included as part of the Grand Total. Will King County Metro provide a revised Attachment A that enables the extended price totals to be calculated for the mounting brackets and included as part of the Grand Total?  
Answer: The pricing sheet has been updated and corrected. Respond to **Revised Attachment A Pricing** sheet when submitting your bid.
4. Question: Please clarify that the column stating, "Est. Annual Quantity" in the Price Form – Attachment A (Excel document) is correct or should be revised to state "Total Quantity."  
Answer: Quantities listed are estimated for the entire life of the contract. See **Revised Attachment A Pricing** sheet.

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

# Invitation to Bid (ITB) Addendum #2



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

**ADDENDUM DATE: MAY 20, 2020**

ITB Title: Real Time Information Sign (RTIS)

ITB Number: [1006-20-JAS](#)

**REVISED** Due Date: **June 2, 2020** - 2:00 p.m. PT

Buyer: Julie Snider, [julie.snider@kingcounty.gov](mailto:julie.snider@kingcounty.gov), 206-263-9291

Alternate Buyer: Lonnie Platt, [lonnie.platt@kingcounty.gov](mailto:lonnie.platt@kingcounty.gov), 206-263-1287

This addendum is issued to revise ITB 1006-20-JAS, advertised May 4, 2020, as follows:

1. The Due Date is **changed to June 2, 2020** – 2:00 p.m. PT
2. Answers to questions will be addressed in Addendum #3 and issued as soon as possible.

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

# Invitation to Bid (ITB) Addendum #3



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

**ADDENDUM DATE: MAY 21, 2020**

ITB Title: Real Time Information Sign (RTIS)  
ITB Number: 1006-20-JAS  
Due Date: June 2, 2020 - 2:00 p.m. PT  
Buyer: Julie Snider, [julie.snider@kingcounty.gov](mailto:julie.snider@kingcounty.gov), 206-263-9291  
Alternate Buyer: Lonnie Platt, [lonnie.platt@kingcounty.gov](mailto:lonnie.platt@kingcounty.gov), 206-263-1287

This addendum is issued to revise and respond to questions received regarding ITB 1006-20-JAS, advertised May 4, 2020, as follows:

1. The Due Date has been revised by Addendum 2 to June 2, 2020.
2. Changes are noted in **BOLD**
3. **Add Exhibits 1, 2 & 3 – KC Metro Technology Pylons drawings & renderings**
4. Section 7.2 A2, 2<sup>nd</sup> bullet – **Remove DVI or HDMI connection inputs requirement**
5. Section 7.3 A1 – **Remove reference to shall consist... and replace with may consist**
6. Section 7.3 – **Add C7. – The PTT listening system shall be capable of providing a sound pressure level of 110dB minimum and 118dB maximum with a dynamic range on the volume control of 50dB – 100dB. (City traffic is around 80dB).**
7. Section 7.3D7.i – **remove “and protected against the effect of immersion between .06 inches to 39 inches.”**
8. Section 7.4 Submittals Upon Completion of Contract – **remove all references to Extrusion Dies and Cast Aluminum Molds – these are not required.**
9. Section 7.7 A1-A4 **remove greater than 300 ePaper units deployed in the US as of the date of this ITB and replace with: greater than 300 ePaper operating signs deployed around the world, and other references to “US” within the paragraph replace with “world.”**

**The following answers are in response to questions received:**

1. Question: With the May 28 RFP due date, what is KCDOT's estimated decision date?  
  
Answer: This solicitation is not an RFP. It is an Invitation to Bid (ITB) and has been extended to June 2, 2020. Decision date and Intent to Award is anticipated to be sent out by June 9, 2020.
2. Question: With the May 28 RFP due date, what is the estimated “Notice to Proceed date?”

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

Answer: There is not a Notice to Proceed date with an ITB. Once all “forms required” under Section 2.7 are received from intended awardee King County will enter into a contract with them.

3. Question: Since there will be significant lead times for both the 32 & 42-inch signs and CMS after the Notice to Proceed, will KCDOT adjust the timing of the two 32 and 42 inch signs to reflect the winning bidder’s lead times?

Answer: King County does not anticipate having to alter their schedule. The selected Bidder will be under contract with the County sometime in June of 2020. The first delivery is required 2 (two) months prior to Fall 2021.

4. Question: Paragraph 6.15 Energy Conservation: Need more details about Energy policy and conservation act, 42 USC 6321 and 49 CFR Part 18. Not sure if this is applicable to us or not.

[42 USC 6321 h](#)  
[49 CFR Part 18h](#)

Answer: See links above for more information. These are part of FTA requirement language that must be included in any bid that may use FTA funding source.

5. Question: Paragraph 7.2A2: Our ePaper signs are optimized for use with solar panels & batteries, which do not provide enough power to operate either wired Ethernet or Wi-Fi communications for a long period of time. Will KCDOT Accept 4G/LTE cellular communications for all sign in this project?

Answer: Yes

6. Question: Paragraph 7.2A2: The specification call out either DVI or HDMI video interfaces. ePaper signs generally not capable of displaying video. Can KCDOT explain the reason for this requirement?

Answer: The requirement has been removed. See #4 above under changes.

7. Question: Paragraph 7.2A3: Please provide mechanical details of the “KCM Technology Pylon” so that we can determine a suitable mounting bracket configuration.

Answer: See added Exhibits 1, 2 & 3

8. Question: Paragraph 7.2A6: Is it acceptable to include the speaker into the activation pushbutton?

Answer: Yes

9. Question: Paragraph 7.3A1: Our solar-powered ePaper signs do not have an embedded Computer due to high power draw. Please explain the reason(s) for requiring a Dedicated computer in each sign.

Answer: This has been removed as a requirement. See change #5 above.

10. Question: Paragraph 7.3C1: Please provide further details about how KCDOT plans to Mount the push-to-talk system in the technology pylon.

Answer: See added Exhibits 1, 2, and 3. There is flexibility on with how the PTT button is installed. KC Metro will work with the awarded contractor to determine best method.

11. Question: Paragraph 7.3C5 – What volume level does KCDOT want? Where and how Would that be measured?

Answer: See #6 above - Section 7.3 – Add C7

12. Question: Paragraph 7.3D7 e and i: Environmental protection according to IP65 is requested, but capability for immersion up to 39 inches (1 m) is also requested, which corresponds to IP67 protection. Please clarify as to which IP level is required.

Answer: See #7 above – Section 7.3D7i - remove sentence

13. Question: Paragraph 7.3 Project Data and Submittals; Item E: “retain the message information during a power failure” Do the mean retain the information in a memory or displayed in the screen?

Answer: Information can be retained either way. The information should be stored and upon reboot be automatically displayed.

14. Question: Paragraph 7.3E14: Please explain the purpose for external temperature sensors in each sign.

Answer: It is not required to provide both. The purpose is to shut the sign down before any damage can occur from overheating.

15. Question: Paragraph 7.7A1 through A4: Isn't it in KCDOT's best interest to strike these requirements?

Answer: See #9 above – Section 7.7 A1-A4

16. Question: Section 4.2 Contract Term: We would like to clarify the terms in which King County can purchase products equivalent to the one supplied by the contractor from other sources. Is King County required to issue a new tender or is it possible for King County to directly purchase products - equivalent to the ones provided by the contractor- also from third parties, during the 5 year contract term?

Answer: As stated in paragraph 3, the County reserves the right to procure goods that are In the best interest of the County and meet the ongoing business need.

17. Question: Section 4.10 Product Return – we under this means that the County can return within 30 days any product received by the contractor even if the product does not present any defect. Is it correct? Custom – if off the shelf. Is it also correct to assume that the Count intends to reserve the possibility to return even without any motivation – products in perfect conditions and unused, up to 2 years from the receipt of said goods? Please consider that – in order to meet the requirements of the bid – the products will be deeply customized; thus, such a Product Return policy seems critical. Is the participant going to be excluded from the ITB if he does not accept this Product Return policy? “Made to Order”

Answer: Per Section 4.10, last paragraph, these product return requirements do NOT apply to merchandise made to order – this also means anything that has been customized for King County. Per Section 1.4 Alterations to Document, any alterations to the ITB may render it non-responsive and be cause for its rejection.

18. Question: Section 7.4- Submittals Upon Completion of Contract – it seem not clear whether or not, after the expiration of the contract, the contractor will be required to provide to King County the Extrusion Dies and molds remove these references from 7.4 used for the products delivered during the contract or just their CAD drawings. In case the contractor is required to provide the molds is King County going to reimburse their cost to the contractor, or should the costs of the molds be included in the unitary pricing? In the latter case, there is no minimum binding purchasing quantity for the products, how should such cost be calculated?

Answer: See #8 above – Section 7.4, only CAD drawings are required.

19. Question: How is the contractor Intellectual Property on the drawings and the molds going to be protected by King County.

Answer: The CAD drawings become the property of King County.

20. Question: Section 7.7 Quality Assurance, Contractor Qualifications – in comparison with the scope of providing Real Time Information Sign to King County, the conditions set herein seem significantly strict. Is it possible to partially waive this requirement as per below description points?

1. Instead of deployed in the US, use the wording deployed worldwide –
2. Instead of 100 32 ePaper Digital Display use the wording 100 Real Time Information signs.

Answer: 1 – See #9 Section 7.7 1-4  
2 – No, we want a Contractor with experience in ePaper technology in the deployment of Real Time Information Signs, not just any RTIS.

21. Question: While keeping the request for the participant to have an adequate experience In the field, we believe the above suggested wording would maximize the RFP competition and thus advantage King County.

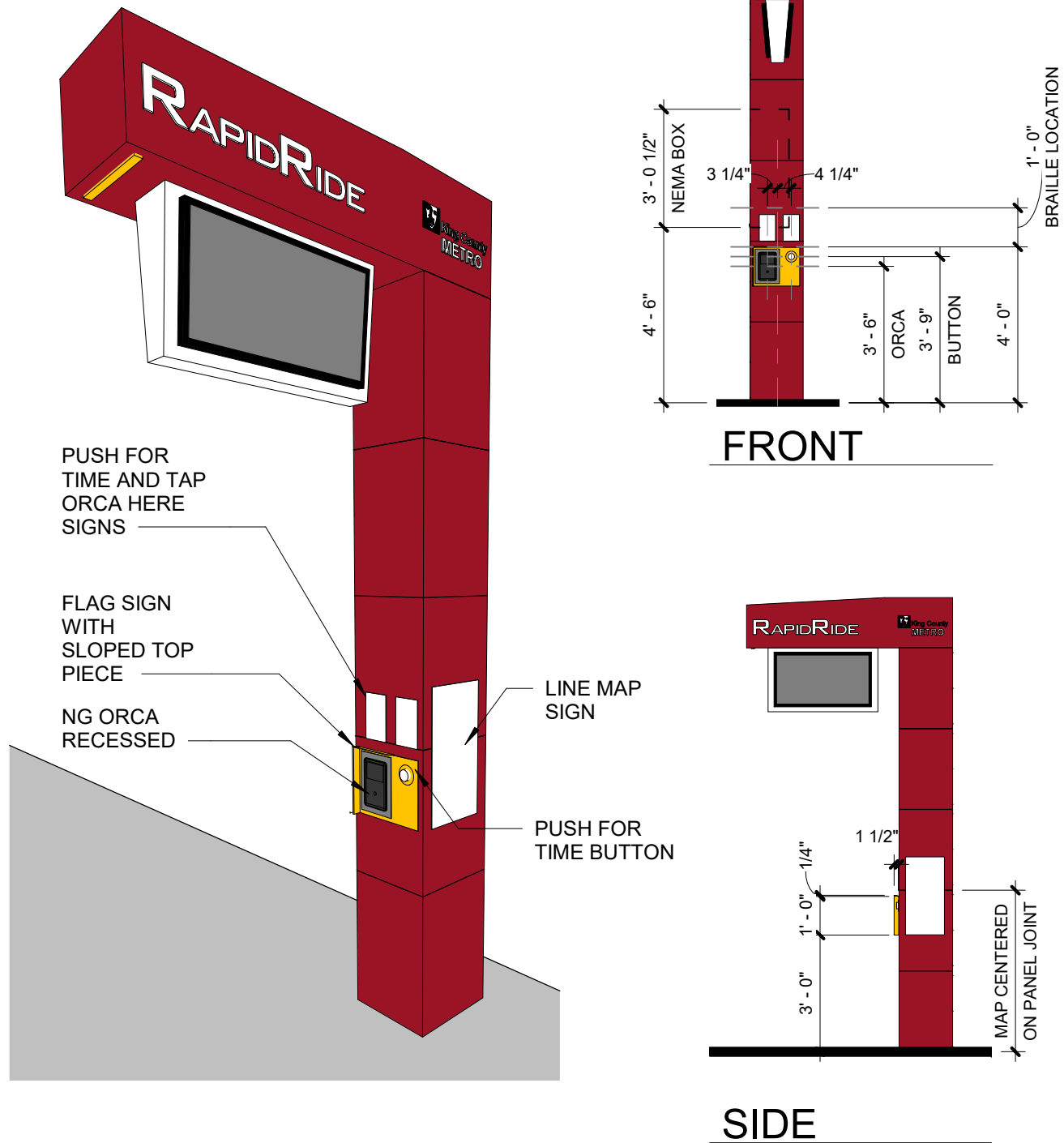
Answer: This bid is an ITB, we understand there are many companies that offer LCD and LED technologies but we are only interested in an ePaper/eInk display in this bid.

22. Question: Section 7.10 B4 – Connectivity – would it be possible to better clarify which kind of certification is required by the Carrier? Must the solution be certified for all carriers, or is there any preferred one?

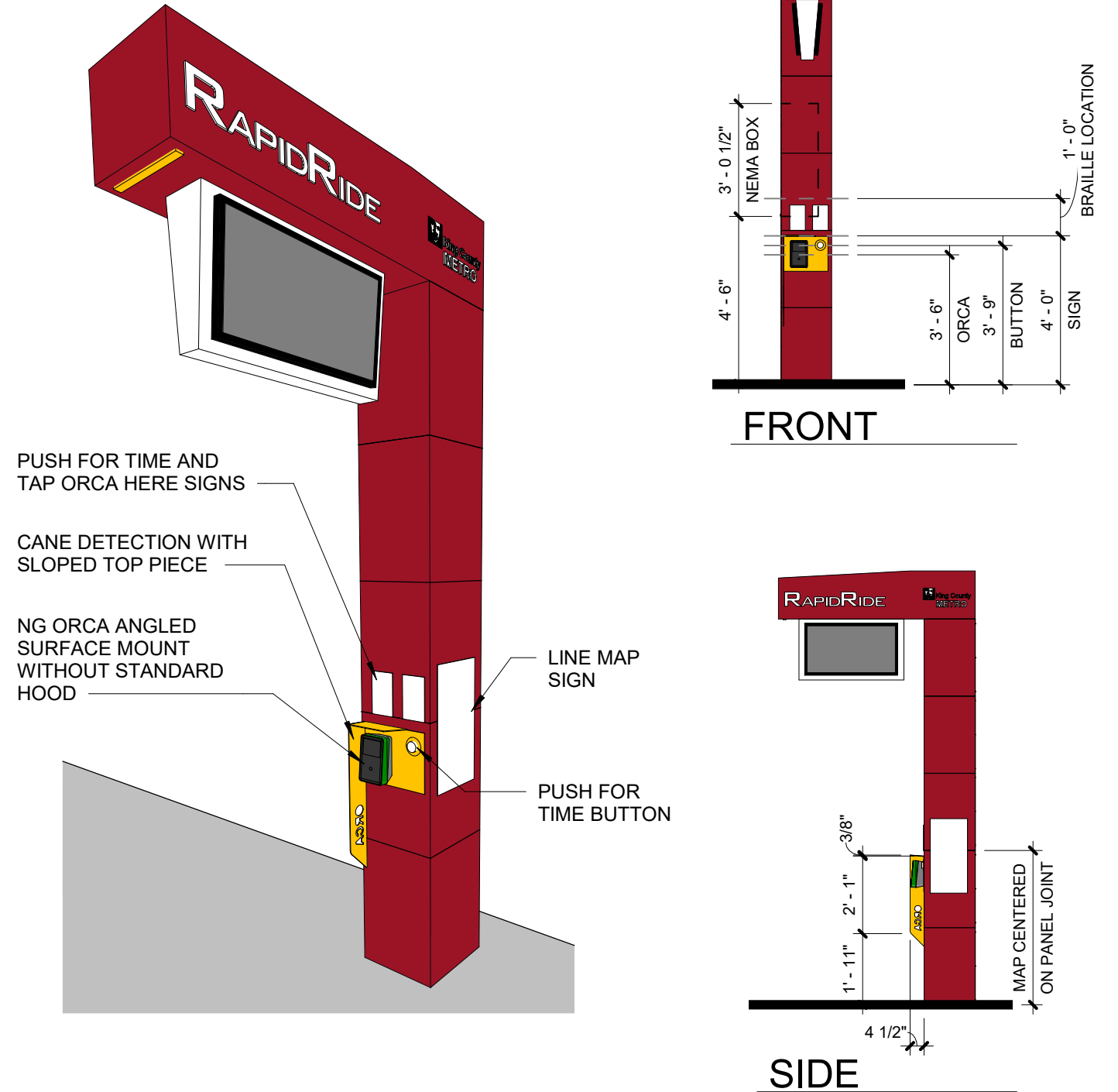
Answer: King County currently contracts with AT & T and Verizon. See requirements Under 7.10 B4

23. Question: Section 7.11D, 7.11E, 7.11F – Testing – Is it necessary to provide a third-party lab certificate for this testing, or can the units be certified by the contractor with its own testing machines?

Answer: Third party testing is not a requirement. King County requires proof of the testing and that it meets the standards and practices as required per the specifications listed under 7.11 Testing.

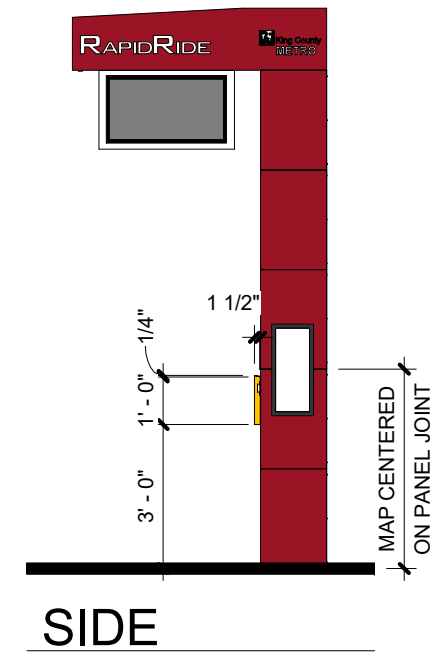
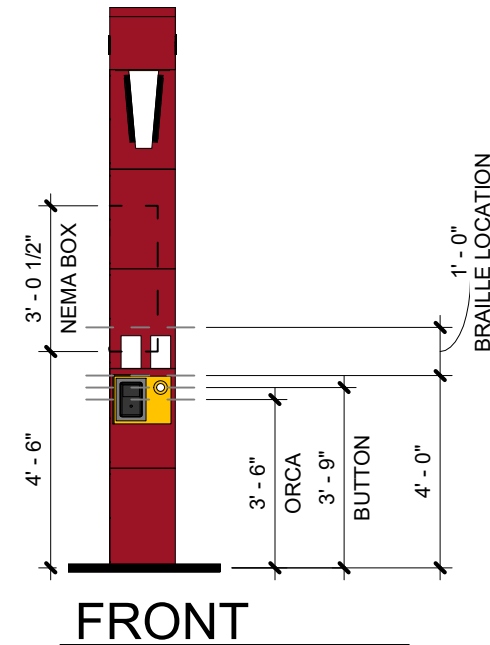
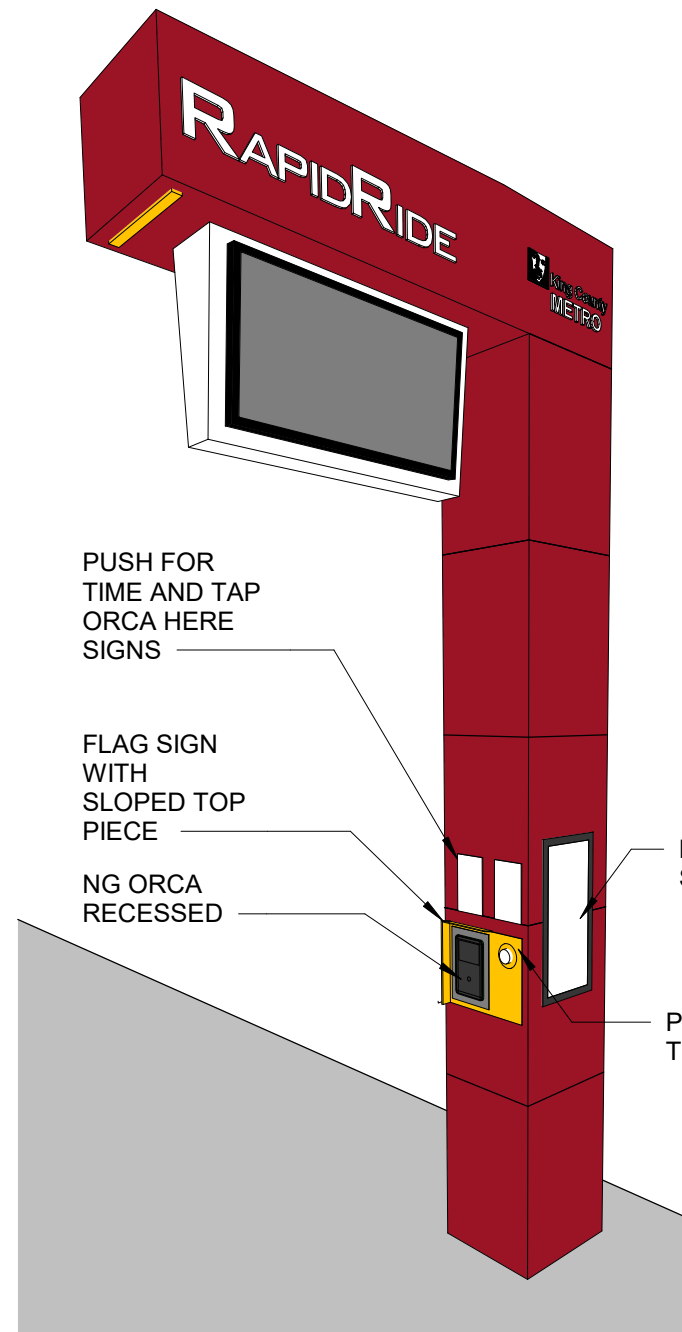


**1** PYLON - ORCA RECESSED



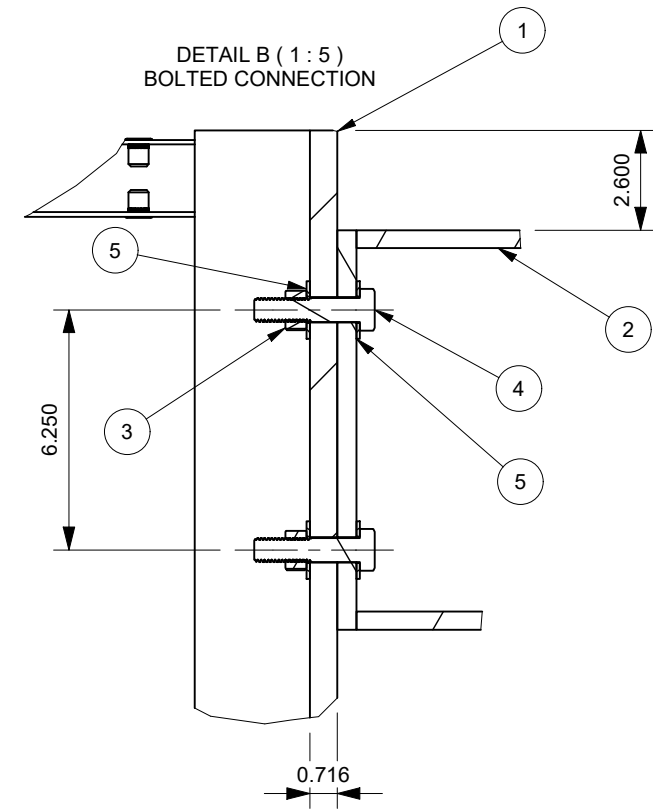
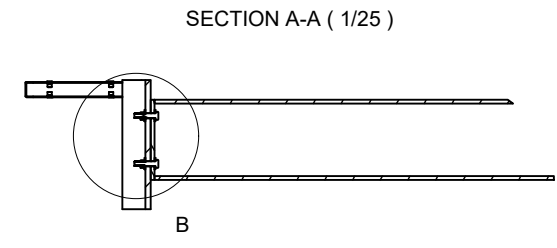
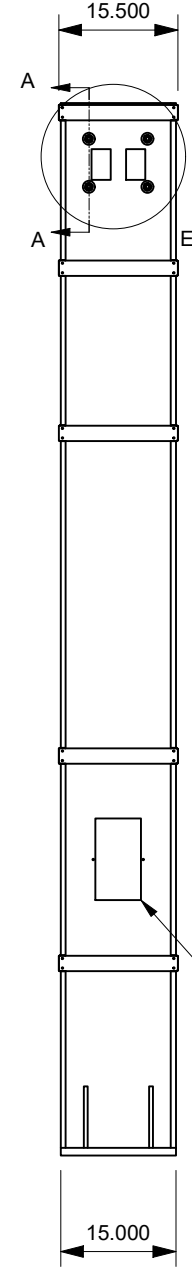
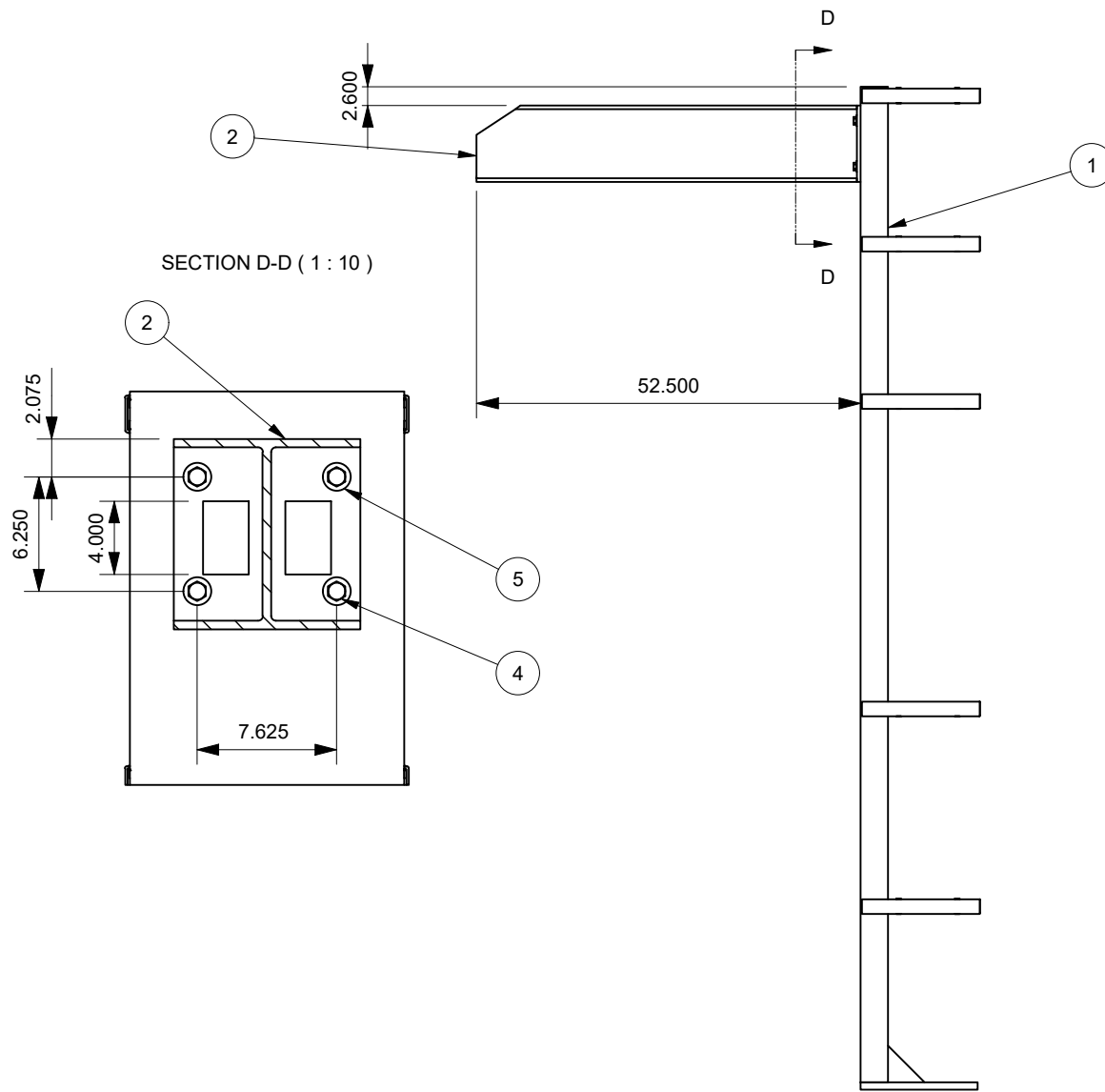
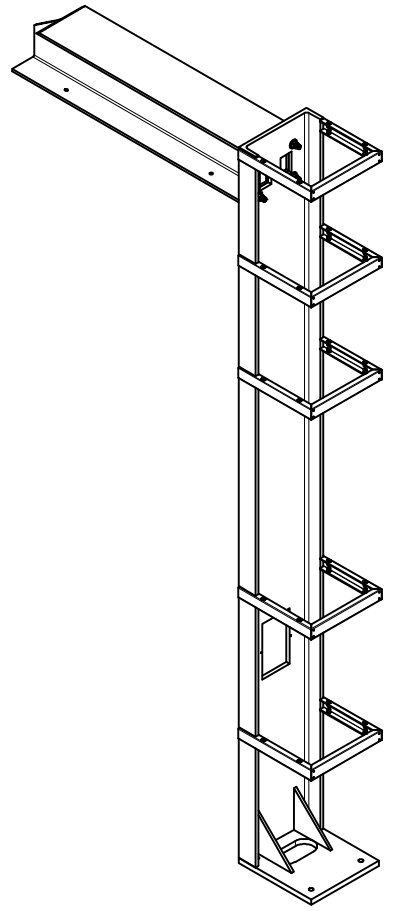
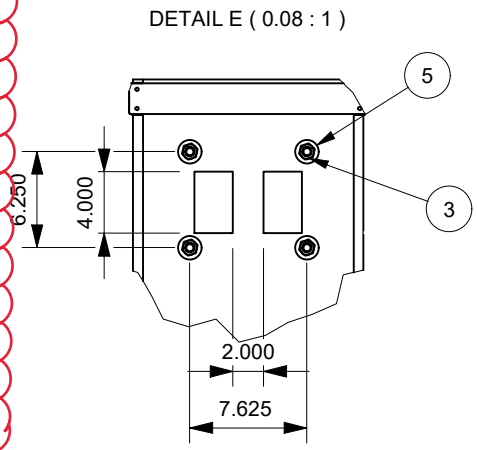
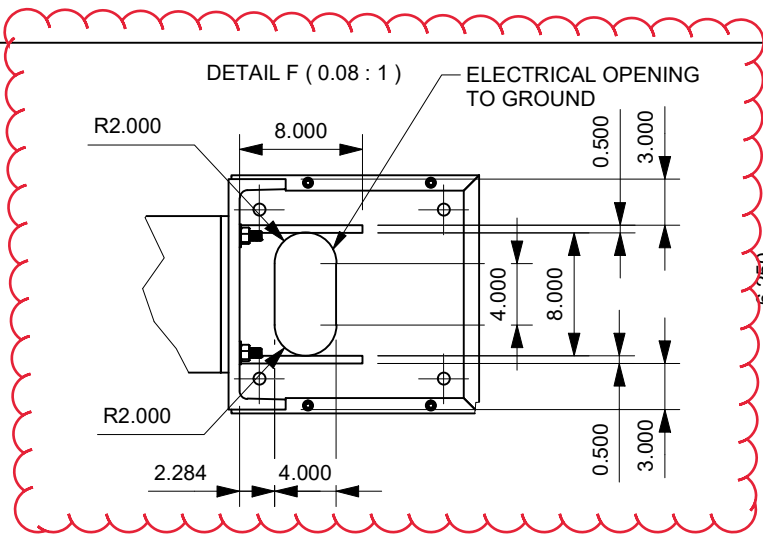
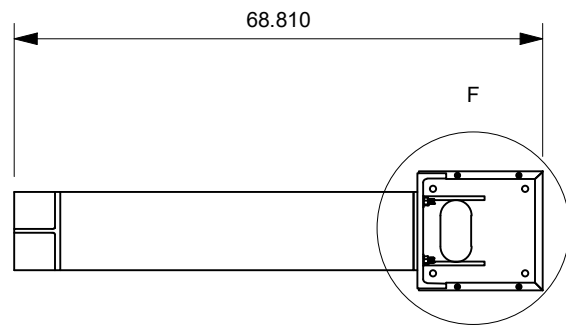
**2** PYLON - ORCA SURFACE MOUNT





# 1 PYLON

**IF IN DOUBT ASK**



Rev	Initials	Date	Revision details
D	AL	01/22/20	Updated Components
C	R	01/03/20	Updated Components
B	AL	23/09/19	ADDED VIEW
A	AL	20/09/19	First issue

FINISHED PART



All dimensions in inches,  
Do not manually alter  
CAD drawings,  
Do not scale

Client  
King County Metro

Project

Title  
**TECH PYLON FRAME  
ASSEMBLY**

Scale \_\_\_\_\_ Date 2019-09-20

Drawn alexl Checked \_\_\_\_\_

Drawing No. FSI-105-01-004 Rev D

PARTS LIST			
ITEM	QTY	DRAWING NUMBER	DESCRIPTION
1	1	FSI-105-02-014	TECH PYLON MAIN POST ASSEMBLY
2	1	FSI-105-02-015	T PYLON UPPER STRUCTURE
3	4	5-8 11 SS HEX NUT	5/8-11 SS HEX NUT MCMMASTER 92673A144
4	4	5-8 11 x 2 3-4 SS HEX SCREW	5/8-11 x 2.75" SS HEX HEAD MCMMASTER 92198A805
5	8	5-8 SS FLAT WASHER	5/8" SS FLAT WASHER MCMMASTER 92141A035

Remove all burrs and sharp edges unless otherwise stated. Tolerances unless stated to be at ± 1/32"