INVITATION TO BID

King County

Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **June 1, 2006**

ITB Title:	**Logs/Rootwads for River Restoration and Maintenance**
ITB Number:	**13090 CXA**
Due Date:	**June 15, 2006- 2:00 P.M.**
Buyer:	Cindy Austin, *cindy.austin@metrokc.gov,* 206-684-1835

Terms and Conditions: Furnish logs with rootwads as requested by authorized King County Department of Natural Resources Division Personnel

Sealed Bids are hereby solicited and will **ONLY** be received by:

King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City / State / Postal Code
Signature	Authorized Representative / Title	
Email	Phone	Fax
Delivery guaranteed: ☐ Yes ☐ No	Days after order:	Prompt Payment Discount Terms: _____%-_____Days, Net _____

Prime Proposer SEDB / DBE Certification number (if applicable - see *Section 1-24*)

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

SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS

1-1 EXPLANATION TO OFFERORS

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

1-2 SUBMISSION OF OFFERS

A. The **original and (1) one copy** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped “original”. Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.

B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.

C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.

D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror’s request and expense unless otherwise specified.

E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

1-3 FAILURE TO SUBMIT OFFER

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

1-4 LATE OFFERS

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

1-5 PREPARATION OF OFFERS

A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.

C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.

D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.

E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.

F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.

G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.

H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.

I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.

J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

1-6 MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

A. signing and returning the addendum, or

B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to “King County Finance”. The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

1-9 GENERAL

A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.

B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.

C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.

D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.

E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at *http://www.metrokc.gov/procurement*. Please refer to the “RFPs, RFQs & ITBs / New / Goods/Services” portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the “Feedback” (Envelope) button at the bottom of the Web page to convey the offeror’s company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the “RFPs, RFQs & ITBs/ Awarded/ Goods/Services” portion of the site for a listing, as well as a notification of a final award.

1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit

with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

1-11 TAXES

A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site[1], or directly from the Internal Revenue Department web site[2], or you may request one from the contact address and phone number on the front page of this bid form.

B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.

C. King County is exempt from Federal Excise and Transportation Taxes. 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.

1-12 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

A. Exact period of warranty.

B. Any special extended warranty offered.

C. Name and address of local warranty service and service hour.

D. Name and address of local parts supplier and delivery time.

E. Any special hours emergency service offered.

F. Availability of direct factory service and parts.

G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

1-13 AWARD OF CONTRACT

A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).

B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".

C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.

D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).

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[1] The King County's web site is located at: *http://www.metrokc.gov/procurement/forms/gs.aspx*
[2] The Internal Revenue Service web site is located at: *http://www.irs.gov/*

E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.

F. On any County award or rejection, the decision of the County shall be final.

1-14 TERM PURCHASE AGREEMENTS

A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.

B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.

C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.

D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

1-16 INSURANCE

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

1-17 INVOICES

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

1-18 PAYMENTS

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

1-19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

1-20 CONTINGENT FEE

The Contractor, subcontractor and each offeror certifies that:

A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.

B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.

C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

1-21 CANCELLATION

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

1-22 PROTEST PROCEDURE

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

1-23 ENVIRONMENTAL PURCHASING POLICY

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

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the Submittal Response Form of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD

2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

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

2-2 REFERENCES

List the names and addresses of four (4) customers, for whom the offeror has _____ (performed/provided) similar (equipment/services/products) _____, 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 an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1.	_____	2.	_____
Company Address		_____		_____
Company Phone		_____		_____
Contact Person		_____		_____
Dates		_____		_____

Company Name	3.	_____	4.	_____
Company Address		_____		_____
Company Phone		_____		_____
Contact Person		_____		_____
Dates		_____		_____

2-3 EVALUATION

King County will 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 King County without benefit of twenty (20) day discount shall be NET 30 days. The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

2-4 AWARD

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible. King County reserves the right to split the award of this ITB if determined to be in the best interest of the County.

SECTION 3 - GENERAL CONTRACT REQUIREMENTS

3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed $25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to $25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at: *http://www.metrokc.gov/procurement/forms/gs.aspx*

3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of $25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: *http://metrokc.gov/procurement/forms/eb.aspx*.

Rehabilitation Act of 1973, As Amended, and the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities.

In accordance with King County code 4.16.060(D) the successful offeror shall complete and return all required 504/ADA Self-Evaluation and Assurance of Compliance forms prior to award of a contract. Copies of these forms are available from our website *http://www.metrokc.gov/procurement/documents/U_027_504_ADA_Compliance.doc* , or by contacting the above named buyer.

3-4 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or

intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268.

3-5 DESCRIPTIVE DATA AND SPECIFICATIONS

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

3-6 ESTIMATED QUANTITIES

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

3-7 NON-ASSIGNMENT

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

3-8 INCORPORATION OF DOCUMENTS

The contract between the awarded offerer and King County shall include all documents mutually entered into, 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.

3-9 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3-10 INDEMNIFICATION AND HOLD HARMLESS

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

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

B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act

and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

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

D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

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

3-11 TERMINATION

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall 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 Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the

Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

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

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS

4-1 CONTRACT VALUE

The estimated annual value of this contract is approximately $200,000.00 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 DELIVERY

Delivery is required as soon as possible and not later than (5) days after verbal placement of an order. Offerors shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

The contract period may be extended in one-year increments for four additional one-year periods, unless otherwise specified, in accordance with the best interest and at the sole option of the County.

4-3 PRICE REVISIONS

The prices shall remain firm for at least one (1) year after the bid award. Thereafter prices may be changed as follows: 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 change.

In the event of a price increase at the manufacturer’s level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer’s price increase. The request shall include adequate documentation and/or a copy of their suppliers price change notice. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

If price increases are approved by the County and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period.

4-4 USAGE REPORTS

Annually, the Contractor shall furnish to the Procurement Services Section usage reports showing a summary of the ordering and/or history of each county agency for the previous contract year. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, county agency, and total dollars per agency. King County reserves the right to request additional information, if required, when reviewing contract activity.

4-5 INSURANCE REQUIREMENTS

By the date of execution of this Contract the (“Contractor") shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

The Contractor shall furnish proof of Commercial General Liability insurance in the amount of the least $1,000,000 combined single limit, $2,000,000 aggregate, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Commercial Auto Liability insurance in the amount of at least $1,000,000 combined single limit, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Workers' Compensation: Statutory Requirements of the State of Residency.

4-6 WARRANTY

A. The Contractor hereby warrants itself that for a period of one (1) year from the date of final acceptance, they will at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship.

B. King County may avail itself of the offeror’s standard warranty if more beneficial to the County.

C. Warranty Condition: The offeror shall provide, upon request by the County, a clear and concise statement of the terms and conditions of warranty, including the period and extent of coverage for all defects in material, workmanship and design. The warranty shall be specified for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers.

D. Claims: The offeror shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

SECTION 5 - TECHNICAL SPECIFICATIONS

5-1 GENERAL

The Contractor shall furnish logs with rootwads as requested by authorized King County Department of Natural Resources and Parks, Water and Land Division Resources Division personnel. The logs/rootwads will be used for river restoration and maintenance and capital improvement projects.

5-2 REQUIREMENTS FOR LOGS WITH AND WITHOUT ROOTWADS

1. Individual logs shall have a minimum diameter at breast height of 12", (measured 4-1/2 feet above the bole end of the rootwad), and between 25 and 30 feet in length, and include the stump and associated roots.
2. Allowable species shall be limited to Western Red Cedar, Douglas Fir, Sitka or Spruce, and True Fir. Other coniferous species may be accepted, but only if approved in writing in advance by the King County Water and Land Resources Division. Water and Land Resources Division may perform a pre-delivery inspection to confirm product acceptability.
3. The County does not require the logs to be export quality or harvested live, however the logs shall be sound and free of sap rot. The County may accept partially decomposed logs/rootwads in some cases, but only if approved in writing in advance by the King County Water and Land Resources Division.

5-3 DELIVERY INSTRUCTIONS

Bid prices shall include delivery FOB destination to various project sites and storage areas located in Western King County. Approximate locations of various project sites are shown on the *Large Woody Debris* (*LWD) Project* Map *(see attached map).*

The Contractor shall provide a delivery receipt with each load indicating the following information:

- Vendor name
- Ticket number
- Date of delivery
- Size class, species, log type (log with rootwad or stump) and condition (intact or partially decomposed) of each LWD piece

5-4. ESTIMATED ANNUAL USAGE

During the year 2006, it is estimated that logs with rootwads may be needed for eight to ten projects, with a typical project requiring twenty to thirty logs, although a few projects may require a substantially higher number of logs. The log requirements and distribution to various sites are expected to be similar thru the years 2007 - 2011.

The quantities listed are the County's current approximate requirements. King County will neither be obligated by nor restricted to these quantities.

SECTION 6 - PRICING SECTION.

Bidder(s) shall provide pricing for all the items (1-28) listed in the pricing section to be considered responsive.

King County intends to award to the lowest, responsible, responsive bidder for all items. The low bid will be the grand total for items (1-28). King County reserves the right to award multiple contracts.

Bidders are cautioned not to alter the specification, pricing information section, and the terms and conditions of this Invitation to Bid #IT-13090 CXA. Any alteration may render a bid non-responsive.

Item	Est Qty	Description	Price Each	Total Price
	Western Red Cedar (items 1-7)			
1	**20 ea**	Logs with rootwads attached, 25-30 feet long 12-18 inch dbh		
2	**30 ea**	Logs with rootwads attached, 25-30 feet long 19-24 inch dbh		
3	**20 ea**	Logs with rootwads attached, 25-30 feet long > 24 inch dbh		
4	**10 ea**	Stumps **without** log > 6 feet long 12-24 inch dbh		
5	**10 ea**	Stumps **without** log > 6 feet long, > 24 inch dbh		
6	**10 ea**	Logs with **without** rootwads, 25-30 feet long < 18 inch dbh		
7	**10 ea**	Logs with **without** rootwads, 25-30 feet long > 19 inch dbh		
	Douglas Fir (items 8-14)			
8	**20 ea**	Logs with rootwads attached, 25-30 feet long 12-18 inch dbh		
9	**30 ea**	Logs with rootwads attached, 25-30 feet long 19-24 inch dbh		

10	**20 ea**	Logs with rootwads attached, 25-30 feet long > 24 inch dbh		
11	**10 ea**	Stumps **without** log > 6 feet long 12-24 inch dbh		
12	**10 ea**	Stumps **without** log > 6 feet long, > 24 inch dbh		
13	**10 ea**	Logs with **without** rootwads, 25-30 feet long < 18 inch dbh		
14	**10 ea**	Logs with **without** rootwads, 25-30 feet long > 19 inch dbh		
	Sitka or Spruce (items 15-21)			
15	**20 ea**	Logs with rootwads attached, 25-30 feet long 12-18 inch dbh		
16	**30 ea**	Logs with rootwads attached, 25-30 feet long 19-24 inch dbh		
17	**20.ea**	Logs with rootwads attached, 25-30 feet long > 24 inch dbh		
18	**10 ea**	Stumps **without** log > 6 feet long 12-24 inch dbh		
19	**10 ea**	Stumps **without** log > 6 feet long, > 24 inch dbh		
20	**10 ea**	Logs with **without** rootwads, 25-30 feet long < 18 inch dbh		
21	**10 ea**	Logs with **without** rootwads, 25-30 feet long > 19 inch dbh		
	True Fir [Silver Fir, Noble Fir, Grand Fir] (items 22-28)			
22	**20 ea**	Logs with rootwads attached, 25-30 feet long 12-18 inch dbh		

23	**30 ea**	Logs with rootwads attached, 25-30 feet long 19-24 inch dbh		
24	**20 ea**	Logs with rootwads attached, 25-30 feet long > 24 inch dbh		
25	**10 ea**	Stumps **without** log > 6 feet long 12-24 inch dbh		
26	**10 ea**	Stumps **without** log > 6 feet long, > 24 inch dbh		
27	**10 ea**	Logs with **without** rootwads, 25-30 feet long < 18 inch dbh		
28	**10 ea**	Logs with **without** rootwads, 25-30 feet long > 19 inch dbh		

GRAND TOTAL PRICE (ITEMS 1-28) $_____

King County

ATTACHMENT A

INVITATION TO BID IT13090-CXA

KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM

FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A “Small Economically Disadvantaged Business” (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than $750K dollars.

A "Certified Firm” means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

Application of the 5% Incentive Factor and Contract Award:

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (___) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

_____	_____
Name of SEDB Business	SEDB Certification Number
_____	_____
Owner Signature	Contact Person Name and Phone Number

BID OPENING LABEL

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

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately

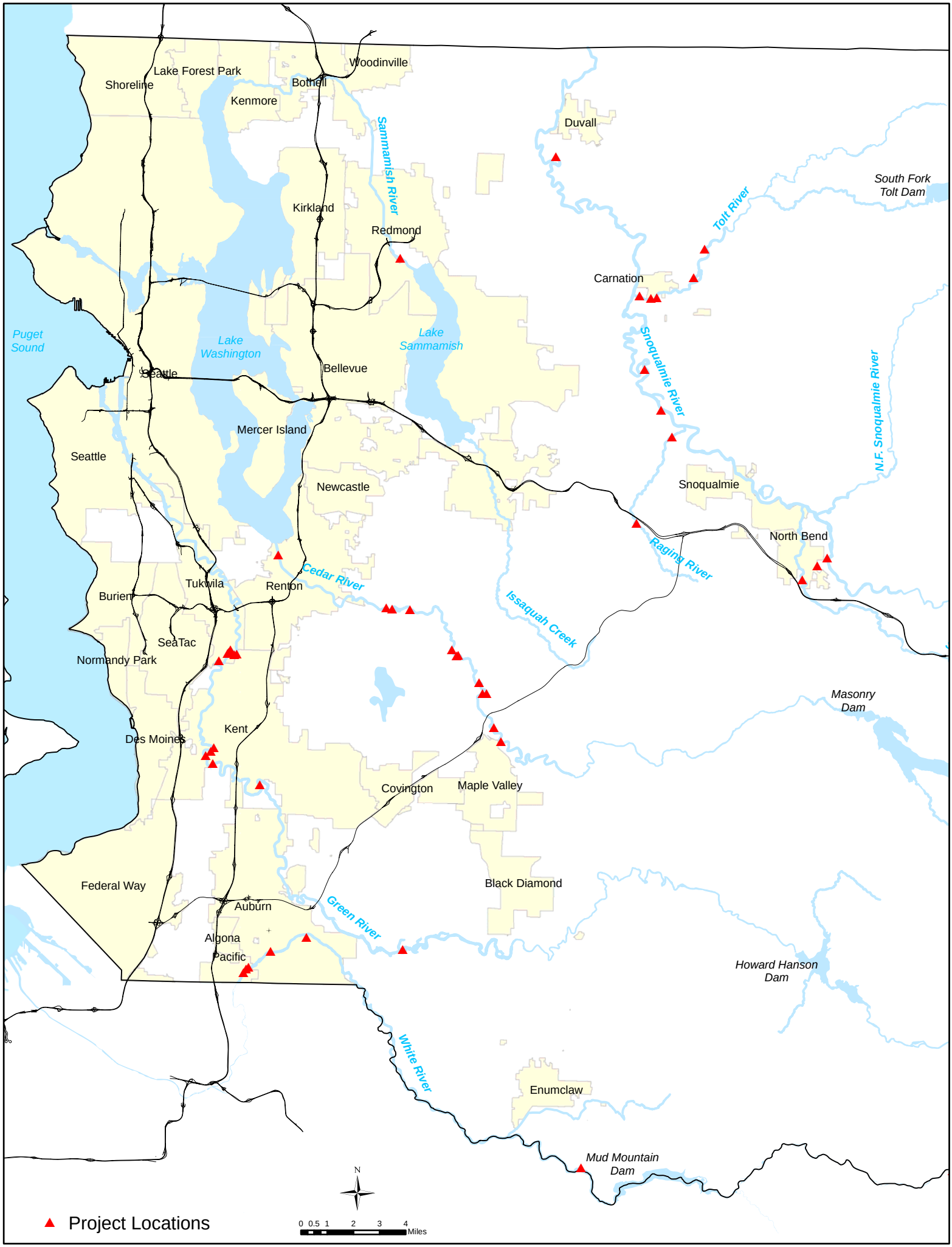
URGENT

King County

King County Procurement &
Contract Services Section
Exchange Building, 8th Floor
821 2nd Ave., EXC-FI-0862
Seattle, WA 98104-1598

Bid No.	**IT 13090 CXA**
Bid Title	**Log/Rootwad Used For River Restoration And Maintenance**
Due Date	
Vendor	

URGENT


Woodinville
Lake Forest Park
Shoreline
Bothell
Kenmore
Duvall
Sammamish River
Kirkland
Redmond
South Fork
Tolt Dam
Tolt River
Carnation
Puget
Sound
Lake
Washington
Lake
Sammamish
Seattle
Bellevue
Snoqualmie River
N.F. Snoqualmie River
Mercer Island
Seattle
Newcastle
Snoqualmie
North Bend
Raging River
Cedar River
Tukwila
Renton
Burien
Issaquah Creek
SeaTac
Normandy Park
Masonry
Dam
Kent
Des Moines
Covington
Maple Valley
Federal Way
Black Diamond
Auburn
Green River
Algona
Pacific
Howard Hanson
Dam
White River
Enumclaw
Mud Mountain
Dam
N
0 0.5 1 2 3 4
Miles
Project Locations