



King County

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

Invitation to Bid

ADVERTISED DATE: SEPTEMBER 14, 2006

Invitation to Bid (ITB) Title: **Landscape Maintenance Services, Regional Justice Center (RJC)**

ITB Number: **IT13129-VJL**

Due Date: **October 12, 2006 - 2:00 p.m.**

Buyer: **Valerie Lane, valerie.lane@metrokc.gov, 206-263-4276**

Term Service Requirement

Furnishing landscape maintenance services at the Regional Justice Center as requested by King County Facilities Management personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ _____

PRE-BID CONFERENCE

Date: Thursday, 09/28/06

Time: 2:00 p.m.

**Location: 401 4th Ave. N., Kent, WA
Meet outside at the Rotunda.**

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

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered _____ to _____** have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

SEDB/DBE Certification Number

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

SECTION 1 Instruction To Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

The **original and one (1) copy** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

1.3 King County Internet Web Site

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

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

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

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

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

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

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

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid effective Date

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

1.15 Bid Price and Tax

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

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

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

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

1.16 Protest Procedures

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

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

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

The King County Contracting Opportunities Program is incorporated in this ITB, see Attachment A – “King County Contracting Opportunities Program”. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment 9" of this solicitation.

2.5 Forms Required Before Contract Award

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

- [Equal Benefit Worksheet and Declaration Form](#)
- [Personnel Inventory Report*](#)
- [Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*](#)
- [Statement of Compliance – Union or Employee Referral Agency Statement*](#)
- [Internal Revenue Service Form W-9 *](#)
- [504/ADA Assurance of Compliance](#)
- **Certificate of Insurance and Endorsement *** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.6 Rejection of Bids

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

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

2.7 Single Bid Receipt

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

2.8 Public Disclosure of Bids

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties bids shall be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.9 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

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

3.3 Invoices and Payment

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

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

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

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

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

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

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

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

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

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

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

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

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

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

- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

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

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

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

3.14 Maintenance of Records/Audits

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

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

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

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

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the

Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment Program

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

3.21 Equal Benefits To Employees With Domestic Partners

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

3.22 Non-Waiver of Breach

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

3.23 Severability

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

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately **\$25,000.00**. 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 Contract Term

The initial term of this Contract will be **one year and may be extended for two (2)** additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Price Revisions

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented 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).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Hazardous Chemical Communication

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

4.5 Independent Status of Contractor

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

4.6 Non-Disclosure Obligation

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

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4.7 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$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;

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.

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

4.8 Prevailing Wages

The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 RCW. As amended, and the rules and regulations of the department of labor and industries. The rules and regulations of the department of labor and industries and the schedule of the prevailing wage rates for the industrial statistician of the department of labor and industries, are by reference made a part of this contract as though fully set forth herein.

SECTION 5 Technical Specifications

5.1 Authorization Form for Criminal History Reference Check

Any employee or agent of the Contractor performing work under this contract within the fenced detention compound MUST complete an "Authorization Form for Criminal History Reference Check" required by the Department of Adult and Juvenile Detention. Only employees who are cleared for jail access may perform work within the detention compound. It is the responsibility of the landscape contractor to periodically supply updated authorization forms for new employees. A copy of the form is attached to this bid package and may be reproduced as many times as needed.

(See Attachment 1)

Upon award of this contract, the Authorization Forms must be completed and forwarded to the Regional Justice Center Building Superintendent for action.

5.2 Scope of Work

Provide landscape maintenance as described herein for the below listed areas of King County Regional Justice Center in Kent, Washington in accordance with accepted standards of landscape maintenance.

ATTACHMENT 5

Approximately 27,000 square feet of which 20,000 sq. ft. is lawn area.

ATTACHMENT 6

Approximately 39,000 square feet of which 28,000 sq. ft. is lawn area.

ATTACHMENT 7

Approximately 7,000 square feet of shrub and tree planting. (All grassy areas inside secure perimeter fencing **not included**).

ATTACHMENT 8

Approximately 360 feet of tree planting in biofilter area. (All grassy areas inside secure perimeter fencing **not included**).

5.3 General

- A. The Contractor shall furnish all equipment. Equipment shall be kept in top mechanical condition. Cutting tools and mower blades shall be kept sharp at all times. Bark, fertilizers, chemicals and seed, if required, shall be furnished by the Contractor. Contractor shall advise Building Superintendent of type (not brand) of fertilizers, chemicals, seed, and bark and other landscape supplies required.
- B. A Contractor Performance Inspection may be completed periodically at the option of King County and provided to the Contractor. The inspection shall be performed in each area covered in the scope of work. A representative of the landscape maintenance firm will be invited to attend the inspections. Any discrepancies noted in the inspection shall be corrected within one (1) week. At the conclusion of each month, Contractor shall complete a monthly work log describing work accomplished that period. Completed monthly logs shall be turned in to the King County Regional Justice Center Building Superintendent.
- C. A monthly report to include all corrective action on Performance Inspections shall be submitted to the Building Superintendent by the Contractor along with the voucher for payment.

- D. All services in the contract should be within the capability of the Contractor, but if a sub-contractor provides any services they shall be done only with prior written approval of the Building Superintendent.
- E. All Contractor equipment, materials, supplies, fuel and debris shall be transported to and from the Regional Justice Center. There is no on-site storage for Contractor equipment or materials.

5.4 Lawns and Shrub Beds

A. MOWING

Lawns shall be mowed using commercial rotary type mowers, and grass clippings removed from fine turf areas on at least a weekly basis during the growing season, and as otherwise needed to maintain a height of approximately two (2) inches and a neat appearance. No more than one and one-half (1-½) inches shall be removed per mowing to prevent the grass from yellowing. Grass clippings shall be removed at the end of the workday and disposed of off the Regional Justice Center site. Grass shall be trimmed adjacent to fences and buildings. The growing season for lawns is generally considered to be from March 1st through November 15th. Mowing operations shall be conducted to minimize object discharge towards bystanders or buildings at all times. Mowing shall be accomplished in such a manner to avoid damaging sprinkler heads, and those damaged by the Contractor shall be immediately reported to Facilities Maintenance at 206-205-8804.

B. EDGING

Lawns shall be edged along all borders, including shrub beds, tree wells, curbs and walkways, for neat appearance where needed. All clippings shall be removed from lawn areas, planting beds, walks, and curbs.

C. WATERING

Lawns shall be watered using automatic or manual irrigation systems. Clock schedules for automatic irrigation systems shall be monitored throughout the year by Contractor personnel according to seasonal needs. Facilities Maintenance personnel will do all settings and adjustments to irrigation system. Contractor shall notify the Regional Justice Center Building Superintendent by telephone or fax of any areas receiving too much, or not enough water.

D. PESTICIDE USE

No Tier 1 Pesticide products as defined by King County Executive Order may be used. Contractor shall submit product labels for all herbicides, and insecticides proposed for use upon contract award. The RJC Building Superintendent will review the labels and work with the Contractor to select substitute non Tier 1 Pesticides where possible. No lawn fertilizers containing 2, 4-D or related phenoxy herbicide weed control additives shall be used. No shrub bed preemergents containing dichlobenil (Casaron, etc.) shall be used. No fungicides shall be used. No Dursban shall be used.

5.5 Weed Control

All lawns and shrub beds shall be kept free of weeds by chemical or mechanical (pulling) means. Prior to any herbicide application, Contractor shall submit Pesticide Label(s) to the RJC Building Superintendent of proposed herbicide(s) for use in turf and shrub beds, and a schedule of chemical application. All beds, tree wells, and other non-lawn areas shall be kept clean of Horsetails, Morning Glory, Blackberry, and other weeds at all times. Post emergent spot spray, weed wick, or brush applications using glyphosate (Roundup) in shrub beds, tree wells, and other non-lawn areas is permissible; follow the pesticide label.

A. FERTILIZING

All lawn areas shall be fertilized three (3) times each year, generally in the early summer, late summer, and fall. Fertilizer used in the early and late summer application shall be 28-7-14 analysis, Shur Crop Slow Release, or approved equal. Fertilizer applied in the fall shall be 15-5-25 analysis, Cascade Green, or approved equal. The rate of fertilizer application shall be 1.0# actual Nitrogen (N) per 1,000 square feet. Contractor shall coordinate application of fertilizers with Facilities Maintenance personnel to insure adequate irrigation follows the use. One (1) application of Pacific Calcium Cal-Pril lime, or approved equal, shall be made to all lawn areas in the spring. 8# per 1000 square feet shall be the application rate. Contractor shall exercise care that the lime does not get applied to acid loving ornamental shrubs. Contractor shall submit product labels and labeling to the RJC Building Superintendent for all fertilizers and lime products proposed for use, upon the award of the landscape contract. **(See Attachments 2, 3, and 4)**

B. AERATION AND THATCHING

All lawn areas shall be aerated at least once annually and include thatching, mechanical plugging and over sanding. Contractor shall notify the RJC Building Superintendent prior to aerating or thatching. Care shall be exercised not to damage irrigation systems during aeration. Fertilizer application and spot over seeding, where necessary, shall be scheduled to occur at the same time as aeration and thatching.

Vendors shall figure one-time aerating, thatching and over sanding in their monthly bid quote. However, King County may require additional aeration, thatching and over sanding during the contract period. (See Section 6.4)

C. PRUNING AND TRIMMING

All ornamental plant material except trees shall be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. Shrubs shall be pruned to keep buildings and power lines clear. Major pruning shall be done at least every six months in close coordination with the Building Superintendent. All debris shall be removed from the property on a daily basis and disposed of off of the Regional Justice Center site. Spent flower heads shall be removed. All ornamental plant material shall be trimmed in such a manner to keep walks and curbs clear. Normal leaf clean up shall be included in scope of this contract.

D. WATERING

Bed areas requiring water shall be watered in the same manner as described in 5.5.C.

E. SHRUB BED AND TREE RING MULCHING

Contractor shall edge, hand weed, and lightly cultivate all shrub beds and tree rings once a year. New medium bark mulch shall be added to a uniform depth of at least one (1) inch in all areas after weeding and cultivation. Bark mulch shall be applied no closer than two (2) inches to base of tree trunks and in such a manner as to not cover ground cover plantings and small shrubs. The Art Plantings on the East Lawn shall receive one (1) uniform application of one-half (½) inch compost **instead** of the medium bark.

F. DEBRIS CONTROL

The areas for which the Contractor has responsibility shall be inspected during each visit to insure the debris, such as bottles, paper, cartons and similar foreign matter, are disposed of to

keep the grounds in a neat appearing condition. Contractor shall take extra care to remove debris prior to lawn mowing to eliminate spreading of material from mower discharge.

G. IRRIGATION SYSTEM CARE

The Contractor shall repair all damage to irrigation systems caused by the Contractor in the course of the maintenance program, and an alternate means of watering shall be provided by the Contractor until repairs can be made. Contractor shall keep sod trimmed around sprinkler heads to insure proper operation. Prior to aeration and thatching operations, the Contractor shall mark all sprinkler heads to prevent damage from equipment used.

H. PARKING LOT AREAS AND DRIVEWAYS

Paving joints and cracks in sidewalks, curbs, drives and parking lots shall be kept free of live weeds and grass. No further maintenance of these areas by the Contractor is intended. Groundcover plantings shall be kept trimmed so as not to overhang curbing.

I. SIDEWALKS AND STEPS (EXTERIOR)

Sidewalks and exterior steps at the Regional Justice Center Court Building shall be trimmed as required and kept free of live weeds, grass, and ivy.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price.

6.2 Prompt Payment Discount

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

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

Prompt payment discount offered _____ % - _____ Days, Net ____

6.3 References

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

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

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

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

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

6.4 Pricing

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

Item No.	Estimated Annual Quantity	Description	Unit Price	Extended Price
1	12 Months	Landscape Maintenance at the Regional Justice Center, Approximately 73,360 sq. ft.	\$ _____	\$ _____
2	1 Each	Additional One-Time Aerating, Thatching, and Over Sanding	\$ _____	\$ _____
			Total	\$ _____

Bid Opening Label

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

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. Landscaping Services, Regional Justice Center
	Bid Title IT13129-VJL
	Due Date
	Vendor
U R G E N T	



Department of Adult & Juvenile Detention
King County Jail
500 5th Avenue Seattle, WA 98104
620 W James St. Kent, WA 98032

Attachment 1

Authorization Form for Criminal History Reference Check

As part of the review process of all persons seeking authorization to participate in religious services, alcoholics anonymous, narcotics anonymous, community programs, approved jail visits or professional services with the Department of Adult and Juvenile Detention, a computer based criminal history reference check is completed. Your signature authorizes your criminal history records check and annual reviews. This material is kept confidential within our agency. None of the information is made a matter of public record. In order to gain access to the jail facilities, this criminal history record check is **MANDATORY**. Failure to complete this Criminal History Reference Check Form will result in your application for jail access being denied.

IMPORTANT: Please submit a **CLEAR PHOTOCOPY** of your valid picture ID with this application (i.e. WA State ID, WA State Driver's License, Visa, Passport, US Government ID).

Name _____ Alias or Maiden _____
(Last) (First) (Middle)

Date of Birth _____ Place of Birth _____

Sex _____ Race _____ Height _____ Weight _____ Hair _____ Eyes _____

Driver's License No. _____ Soc. Security No. _____

Home Phone _____ Work Phone _____ Ext. _____

Cellular Phone _____ Pager _____

Have you ever been arrested? Yes ☐ No ☐ If Yes, explain in detail. Write on the back of this form or attach a 2nd page if necessary.

Signature of Applicant (I authorize my criminal history reference check)

Date:

OFFICE USE ONLY BELOW THIS LINE

Purpose of CHRC:

Return completed form to: KCCF-Seattle ☐ RJC-Kent ☒ Youth Services ☐ NRF-Shoreline ☐

Application

- ☐ Applicant Picture ID
☐ Copy of Applicant SIU
☐ Applicant Photo ID Matches JEMS Photo

- ☐ SEAKING
☐ WASIS / NCIC
☐ DOL
☐ Interstate Identification Index (III)

☐ CLEARED - Jail Access Date of CHRC _____

Authorized by _____

☐ DENIED - Jail Access Date of CHRC _____

Authorized by _____

Criminal History Reference Check
DAJD F-613 Rev 03/16 Online



Attachment 2

*or approved equal
see contract section 5.5.F*

SPECIFICATION SHEET

SHUR CROP
28-7-14

GUARANTEED ANALYSIS

TOTAL NITROGEN (N)	28.0%
2.75% Ammoniacal N	
14.18% Urea N	
11.10% Sulfur Coated N	
Available Phosphoric Acid (P205)	7.0%
Soluble Potash (K20)	14.0%
Sulfur (S)	4.5%
Iron (Fe)	.25%

Ingredients; Urea, Sulfur Coated Urea, Diammonium phosphate, Sulfate of Potash, Iron sulfate and Fritted trace elements.

1 - early summer &

1 - late summer application

rate: 1.0 # actual Nitrogen (N) per 1000 sq. ft.

or approx 3 2/3 # fertilizers / 1000 square feet



Attachment 3

*or approved equal
see contract section*

15-5-25 with 50% SCU N
2-3 Month Turf Fertilizer with High Potash

5.5.F

Guaranteed Analysis - 50 lb bag

Total Nitrogen (N).....	15.0 %
2.0 % Ammoniacal N	
5.5 % Urea N	
7.5 % Sulfur Coated N	
Available Phosphoric Acid (P ₂ O ₅).....	5.0 %
Soluble Potash (K ₂ O).....	25.0 %
Sulfur (S).....	2.8 %

Ingredient Sources

Primary: Urea, Sulfur coated urea, Diammonium phosphate, Muriate of potash

Other: Grit

Advantages

1. 50% of the nitrogen (N) is slow release from Sulfur Coated Urea (SCU).
 - At least 90% of the N from SCU is released within 3½ months (unlike Ureaform and some natural organics, which can take years to release their N, especially in cooler climates like Western Washington).
 - The sulfur from SCU helps suppress *Fusarium nivale*.
2. Cascade Green 15-5-25 contains a 3:5 ratio of N to Potash. Potash is crucial for disease resistance, drought tolerance and winter hardiness and has been found limiting in over 80% of soils in Western Washington.

Application Rates and Timing

Standard Rate: 1 lb. N/1000 ft² (6⅔ lbs. fertilizer/1000 ft² or 7,500 ft²/50 lbs.).

Fall Applications: 1 lb. N/1000 ft² in Mid to Late November (or within 2 weeks after last mowing).

1 Fall application

P. O. Box 578 Monroe, WA 98272 (206) 794-7065 1-800-525-4539 FAX (206) 794-6280

Attachment 4

fold. From this, we can calculate that the im-
mediate rate of reaction of finely ground 325-mesh
stone in the soil to which it is applied is 20 times
greater than that of an equal quantity of 20-mesh
stone. This results in a much faster correction
of desirably low soil pH.

When spreading common agricultural lime with a
rotary-type spin spreader, because of a wide
range of particle sizes, uneven distribution patterns
usually result. CALPRIL aggregates are of selected
size such that very little ballistic segregation occurs
and an even distribution pattern is the result.
Another great advantage is that CALPRIL can be
spread and applied with any prilled fertilizer pro-
cedure, thus eliminating the need for an additional trip
to the field.

Three factors in liming of soils are important.
First, additions of phosphorus with lime frequently
result in much larger yield increases than liming
alone. Secondly, while toxic levels of aluminum can
be easily eliminated by raising soil pH to about 5.5,
liming to about pH 6.5 will usually increase
nitrogen activity which yields more nitrogen,
potassium, and other nutrients. Thirdly, liming of
soil pH of greater than 6.5 is often detrimental to
plant growth, probably due in part to reduced
availability of essential micronutrients.

ADVANTAGES OF CALPRIL

- Increases calcium
- Raises soil pH
- Reduces excess aluminum, iron, and
- hydrogenase
- Improves efficiency of potassium
- Increases available phosphorus and
- potassium

CALPRIL

Cal. Carbonate, NLT	90.0%
Mag. Carbonate, NLT	1.0%
Neutralizing power in terms of Cal. Carbonate	91.0%

(Before Prilling)

Amt passing 10 mesh sieve	100.0%
Amt passing 20 mesh sieve	99.0%
Amt passing 40 mesh sieve	98.0%
Amt passing 60 mesh sieve	89.0%
Amt passing 100 mesh sieve	80.0%
Score (Oregon)	91.0%



186 Holmes Road
Tonasket, Wa. 98855
(509) 223-3555

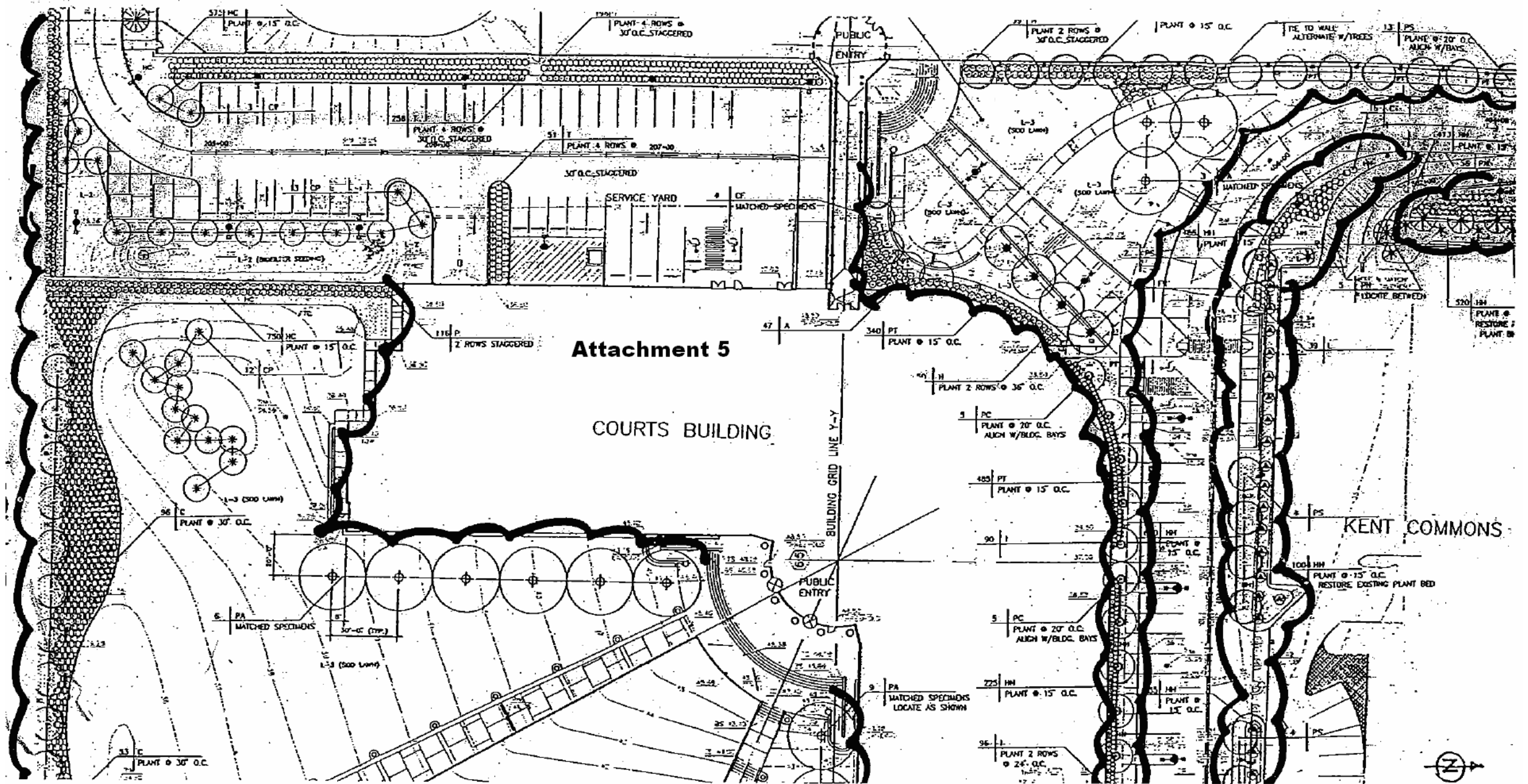
Distributed by:

*lime application
or approved equal
rate of application: 8#/1000 sq. ft.
Spring See Contract 5.5.F*

INTRODUCING
CALPRIL

FROM

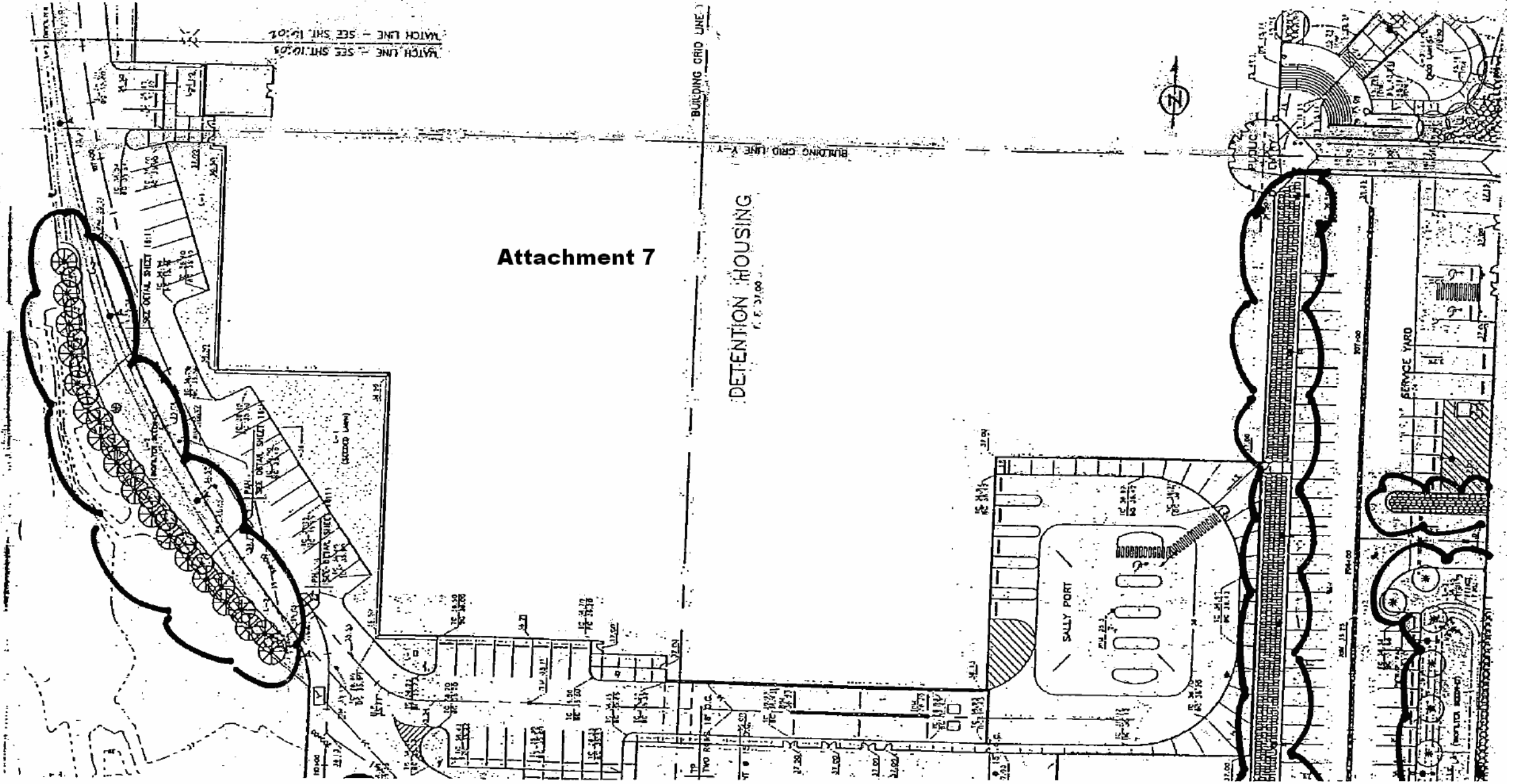


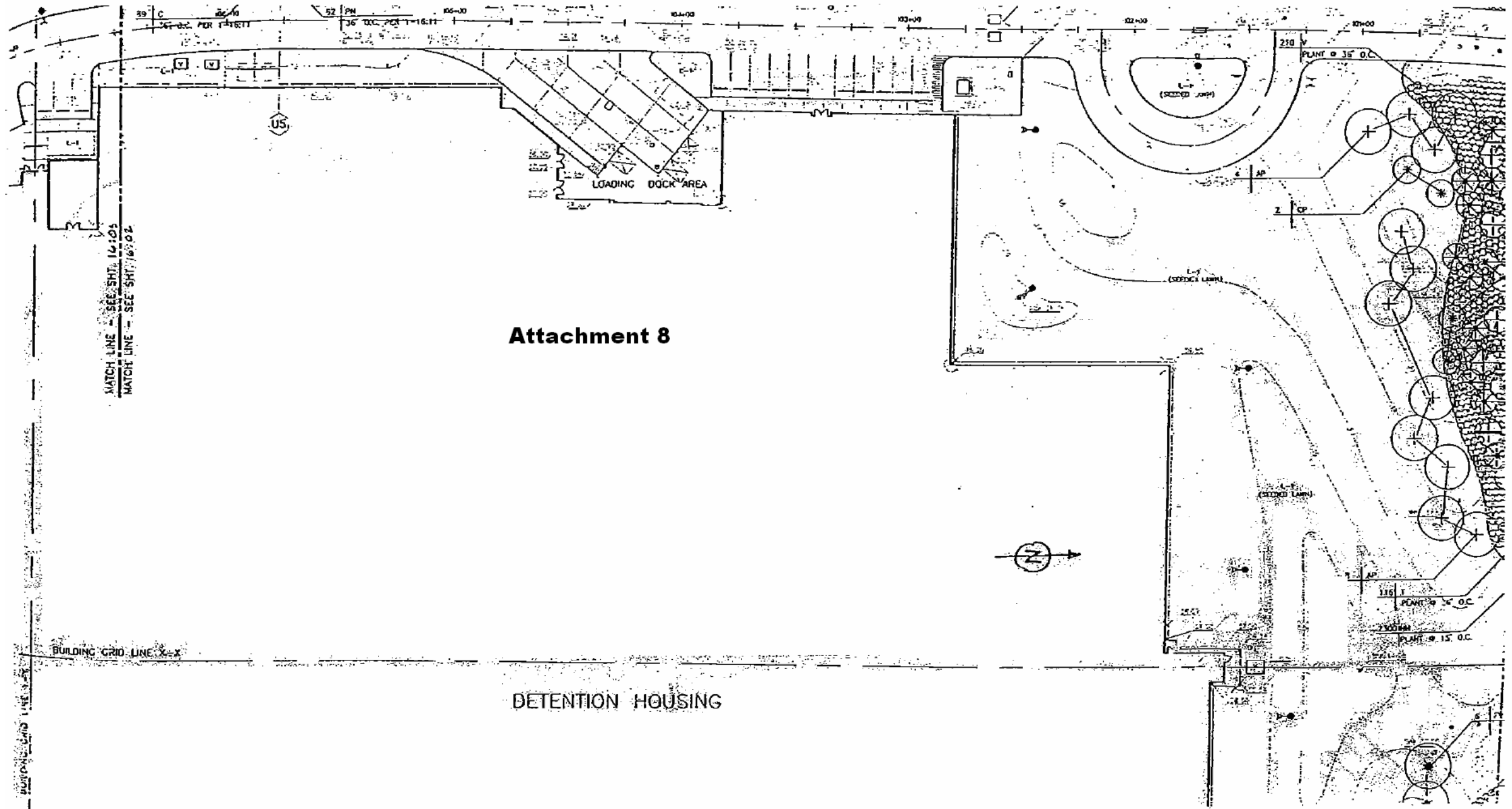


Bid No.

Attachment 7

DETENTION HOUSING





Attachment 9

Invitation to Bid IT13129-VJL

King County Contracting Opportunities Program For Goods and Services Contracts

The purpose of the King County Contracting Opportunities 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 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 set at fifty percent (50%) of the Federal Small Business Administration's (SBA) small business size standards using the North American Industrial Classification System (NAICS) 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 visiting the King County Contracting Opportunities Program Web-site at <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at (206) 205-0711.

Application of the 5% Incentive Factor and Contract Award

This contract will be awarded to the lowest responsive, responsible bidder; 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 bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 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, Phone Number

Contact Person Email