

Sole Source Solaris Procurement

**Manufacture and Delivery of 60' and 40' Heavy
Duty Electric
Buses**

Contract SOL24-1

Dec 20, 2024

**King County
Metro Transit Department**

**Legal and Procedural Documents
Terms and Conditions**



We'll Get You There

Administration

This Contract is between the County and the Contractor Solaris Bus US, Inc., a Delaware corporation. Each of the County and Contractor may be referred to as "party" or collectively as "parties". Contractor 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 Contract Administrator appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Contract Administrator or Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Contract Administrator for response.

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.

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.

When a purchase order is issued against this Contract, separate invoices shall be generated for each completed payment milestone and/or delivery accepted by the County.

Upon Acceptance by the County of a vehicle in Seattle, WA, terms of payment will be Net 30 days and 100% of vehicle price, subject to an invoice being provided which conforms to King County's invoicing requirements. Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. 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.

Scope of Work

The price for the work is defined in Attachment P-1 "Price Schedule"

Description of Work

Prior to execution of a Notice to Proceed, the contractor shall meet the requirement listed below.

- Business license(s), state and municipality specific to the planned production facility for North American buses for future contracts

40-foot all battery electric buses

A minimum base quantity of two (2) 40-foot battery electric buses plus option quantities of up to six (6) additional 40-foot battery electric buses.

60-foot all battery electric buses

A minimum base quantity of two (2) 60-foot battery electric buses plus option quantities of up to six (6) additional 60-foot battery electric buses.

Contract Term (term contracts only)

The term of this Contract is expected to be three (3) years, 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. Ability by the County to extend shall be in 1-year increments, not to exceed a total contract timeline of 5 years.

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.

The Contractor will have the sole, exclusive right to fill all of the County's requirements for the goods or services procured under this Contract.

Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County and the Contractor will negotiate in good faith should there be a need to seek additional compensation for unforeseen freight related cost increases.

Rejection of Goods Or Services

After execution, 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 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.

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.

Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

Incorporation of Documents

The contract between Contractor and King County shall include all documents mutually entered into at the time of contract execution, specifically including this contract document. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

A1.07.02

If a Proposer considers any portion of any record provided to the County under this RFP, whether in electronic or hard copy form, to be protected under law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL", "PROPRIETARY", or "BUSINESS SECRET". Such portions of the proposal shall be submitted separately in a sealed envelope.

If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Proposer of the request and allow the Proposer ten (10) business days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Proposer for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Proposer as "CONFIDENTIAL", "PROPRIETARY", or "BUSINESS SECRET".

A1.07.03

Pursuant to Washington State law, if a member of the public or a vendor requests to review those portions of the proposals, BAFOs, information, and/or material marked according to the procedure set forth in Section A1.07.02, the County will notify the affected Proposer prior to releasing such portions. The Proposer may then take such legal actions as it deems necessary to protect its interests. If the Proposer has not commenced such actions within ten (10) business days after receipt of the notice from the County of a demand to review

such portions of its proposals, BAFOs, information, and/or material and provided the County written notice of the actions, the County may make such portions available for review and copying by the public.

A1.07.04

The Proposer asserting that portions of its proposals, BAFOs, information, and/or material are legally protectable shall bear all costs of defending such assertion, including reimbursing the County for its administrative, expert, and legal costs, including attorney's fees, involved in defending itself in actions arising from such assertions by the Proposer. By submitting proposals, BAFOs, information, and/or material with portions marked "CONFIDENTIAL", "PROPRIETARY", or "BUSINESS SECRET" the Proposer has thereby agreed to the provisions of this Section A1.07, including the defense and reimbursement obligations of this Subsection A1.07.04.

A1.1 Communications

A1.1

Communications by or on behalf of any person or firm regarding this procurement with County staff, King County Council members, consultants, and/or employees other than those listed below are prohibited and shall be cause for the person or firm involved to be subject to disqualification by the County.

Written and or verbal inquiries concerning the requirements set forth in this Contract shall be directed to the office listed below.

William Haber, Superintendent
Transit Fleet Procurement and Contract Management
King County, Metro Transit Department
MS/KSC-TR-0342
201 S. Jackson St.
Seattle, WA 98104-3856
Phone: (206) 477-6126
Email: William.Haber@kingcounty.gov

No responses to inquiries shall be binding on the County unless confirmed in writing by the County.

A1.2 Financing Options

A1.2

The County reserves the right to utilize whatever financing options may be available to it in the procurement of the bus/buses to be delivered under the Contract. These options could include, but are not limited to, cross-border leasing, certificates of participation, capital leasing, etc. The use of any of these or other financing methods may require the submission of additional information by the Contractor, the presence of the Contractor at meetings, the execution by the Contractor of various documents in connection with such financing and other reasonable forms of cooperation and assistance. By agreeing to this Contract, Contractor agrees to provide reasonable support in the event the County uses any of the financing options available to it and to fully cooperate in the implementation of such options for the County's benefit at no additional cost to the County.

Section A2 – Federal, State, and County Requirements

A2.01 Not Used

A2.02 Not Used

A2.03 Not Used

A2.04 Not Used

A2.05 Energy Conservation Requirements

42 U.S.C. § 6321 et seq.

49 CFR Part 622

Energy Conservation –

For the activities carried out in Washington State, the Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in

compliance with the Energy Policy and Conservation Act. The Contractor shall include this clause in all subcontracts execution under this Contract.

A2.06 Clean Air Act and Federal Water Pollution Requirements

33 U.S.C. §§ 1251-1389

42 U.S.C. §§ 7401-7671q

2 C.F.R. Part 200, Appendix II(G)

Clean Air and Water –

The Contractor shall:

- (1) Comply with all applicable Federal standards, orders; or regulations, including but not limited to those issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), and with those issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);
- (2) Comply with the inspection and other requirements of the Federal standards, orders, or regulations, including but not limited to, the Clean Air Act, as amended (42 U.S.C. §§ 7401-7671q), and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387);
- (3) Not use any violating facilities that violate any Federal standards, orders, or regulations, including both the Clean Air Act or the Federal Water Pollution Control Act;
- (4) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
- (5) Report violations of use of prohibited facilities to the FTA, EPA, or any Federal agency with jurisdiction, with a copy to the County.

A2.07 Intentionally Deleted

A2.08 Intentionally Deleted

A2.09 Compliance with Federal Lobbying Policy

31 U.S.C. § 1352

2 CFR § 200.450

2 CFR Part 200 Appendix II (I)

49 CFR Part 20

Lobbying Amendment –

Contractors who apply or propose for an execution of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other execution covered by 31 U.S.C. § 1352(b)(5). Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or execution covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

This certification must be completed and submitted with all proposals. Proposals that are not accompanied by a completed lobbying certification must be rejected as non-responsive.

A2.10 Access to Records and Reports

49 U.S.C. § 5325

18 CFR § 18.36(i)

49 CFR § 633.15

2 CFR § 200.334

Access to Records –

The following access to records requirements apply to this Contract:

Record Retention. The Contractor shall, and will require all of its subcontractors of all tiers to retain complete and readily accessible records related to the whole of this contract, including but not limited to, data,

documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor shall maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR § 18.39(i)(11).

Access to Records. In accordance with 49 CFR § 18.36(i), the Contractor shall provide the County, FTA and its contractors, the Comptroller General of the United States, or any of their authorized representatives sufficient access to inspect and audit any books, documents, papers, records, and information related to performance of this Contract as may be reasonably required.

Access to the Sites of Performance. Contractor shall, pursuant to 49 CFR § 633.15 provide FTA and its authorized representatives and contractors access to Contractor's records and sites of performance under this Contract, as may be required.

The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

A2.11 Federal Funding, Incorporation of Federal Terms, and Federal Changes **49 CFR Part 18**

The preceding provisions include, in part, certain standard terms and conditions required by the United States Department of Transportation ("DOT"), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

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

The FTA Master Agreement is available at: <http://www.fta.dot.gov/documents/20-Master.pdf>.

A2.12 Recycled Products **42 U.S.C. § 6962** **40 CFR Part 247**

Recovered Materials –

The Contractor shall provide for a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

A2.13 Employee Protections

Prevailing Wage and Anti-Kickback –

For all prime construction, alteration, or repair contracts in excess of \$2,000 execution by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 as supplemented by DOL regulations at 29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages

specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week (40 U.S.C. § 3145). The Contractor shall also comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 1874), as supplemented by DOL regulations at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

A2.14 No Government Obligation to Third Parties

No Obligation by the Federal Government –

- (1) The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or execution of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

A2.15 Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. § 3801 et seq.

49 CFR Part 31

18 U.S.C. § 1001

49 U.S.C. § 5307

49 U.S.C. § 5323(l)(1)

Program Fraud and False or Fraudulent Statements or Related Acts –

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally execution by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

A2.16 Termination

49 U.S.C. Part 18

FTA Circular 4220.1F

See Section B6.10 for contract termination provisions.

A2.17 Government-Wide Debarment And Suspension
49 CFR Part 29
Executive Order 12549

Suspension and Debarment –

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Execution;
- b. Suspended from participation in any federally assisted Execution;
- c. Proposed for debarment from participation in any federally assisted Execution;
- d. Declared ineligible to participate in any federally assisted Execution;
- e. Voluntarily excluded from participation in any federally assisted Execution; or
- f. Disqualified from participation in any federally assisted Execution.

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

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this Contract is valid. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The certification at Form EA2.22 must be completed and submitted with the Contract.

A2.18 Civil Rights and Equal Opportunity
29 U.S.C. § 623, 42 U.S.C. § 2000e et seq.
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Chapter 60

Equal Opportunity –

The County is an Equal Opportunity Employer. As such, the County complies with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the County complies with the requirements of 49 USC § 5323(h)(3) by not using any Federal assistance execution by FTA to support procurements using exclusionary or discriminatory specifications.

The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) **Nondiscrimination** – In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, or disability. In addition, the Contractor shall comply with applicable Federal implementing regulations and other implementing requirements the FTA may issue.

- (a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

- (b) **Age** – In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
 - (c) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor shall not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (2) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

A2.19 Disadvantaged Business Enterprise (DBE) **49 CFR Part 26**

It is the policy of the County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBEs"), as defined herein and in the Federal regulations published at 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the County to:

1. Ensure nondiscrimination in the execution and administration of DOT-assisted contracts;
 2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
 5. Help remove barriers to the participation of DBEs in DOT-assisted contracts;
 6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The County shall make all determinations with regard to whether or not the Contractor is in compliance with the requirements stated herein. In assessing compliance, the County may consider during its review the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the County.
- The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall comply with and carry out applicable requirements of 49 CFR Part 26 (see section 9 – Forms & Certifications, CER 3 – DBE Approval Certification) in the execution and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the County deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance required by 49 CFR § 26.13(b).
- c. The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the County.
- e. The Contractor must promptly notify the County whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.
- f. Each transit vehicle manufacturer (TVM), as a condition of being authorized to propose on federally assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26.
- g. The certificate at EA2.28 must be completed and submitted with the Contract.

A2.20 Access Requirements for Individuals with Disabilities FTA Circular 4220.1F

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC § 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(b)(6), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities Act (ADA) Accessibility Guidelines for Transportation Vehicles," 36 CFR Part 1192 and "Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- J. U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, "Information and Communication Technology Standards and Guidelines," 36 CFR Part 1194;
- K. Any implementing requirements the FTA may issue; and
- L. The certificate at Form EA2.32 shall be completed and submitted with the Contract.

A2.21 Contract Work Hours and Safety Standards Act

A2.21.01 Overtime Requirements:

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as

supplemented by the DOL regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or to contracts for the transportation or transmission of intelligence.

A2.21.02 Violation; liability for unpaid wages; liquidated damages:

In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

A2.21.03 Withholding for unpaid wages and liquidated damages:

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.

A2.21.04 Subcontracts:

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

A2.22 Washington State Requirements

A2.22.02

The Contractor shall provide evidence to the County that the Contractor is duly registered with the Washington State Secretary of State and the Washington State Department of Revenue. See Attachment 27 for a copy of a Department of Revenue information sheet.

A2.22.03

The Contractor's name on the required Washington State registration and licensure documents, the Contractor's name on the Contract Agreement, and the Contractor's name on invoices must be the same.

A2.23 King County Requirements

A2.23.01 Conflicts of Interest – Current and Former Employees and Non-Competitive Practices

- A. **Conflict of Interest** – 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 acquire any such 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 officers 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.
- B. **Contingent Fees and Gratuities** – By entering into this Contract to perform Work, the Contractor represents that:
 - 1. No Persons except as designated by the 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.

2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its officers, 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 execution or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing, or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees – To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising, or consulting with a third party, including the Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or process to be followed while a County employee.
2. The Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if execution the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
3. After Contract execution the Contractor is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.

A2.23.02 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services –

During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based on a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts –

The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based on a bona fide occupational qualification. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation or benefits; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

C. Nondiscrimination in Subcontracting Practices –

During the solicitation, execution and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing Business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual

orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations –

The Contractor shall comply fully with all applicable Federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination. These laws include, but are not limited to, King County Charter Section 840, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17, 12.18, and 12.19 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor shall further comply with any equal opportunity requirements set forth in any Federal regulations, statutes, or rules included or referenced in this Contract.

E. Sanctions for Violations –

Any violation of the mandatory requirements of the provisions of this section shall be a material breach of this Contract, for which the Contractor may be subject to damages, withholding payment, and any other sanctions provided for by this Contract and by applicable law.

F. Record-keeping Requirements and Site Visits –

The County may, at any time, visit the project site or Contractors' and Subcontractors' offices to review records related to the solicitation, utilization, and payment to subcontractors and suppliers in compliance with <https://www.doi.gov/agencies/ofccp/executive-order-11246> Federal Register :: Document Search Results for 'EO 11246' as amended by Executive Order 11375. This provision includes compliance with any other requirements of this section. The Contractor shall provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all Work under this Contract, the following:

1. Records, including written quotes, bids, estimates, or proposals submitted to the Contractor by all Business seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to King County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of this Contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

G. Discrimination In Contracting –

King County Code Chapter 12.17 Title 12 - PUBLIC PEACE, SAFETY AND MORALS (kingcounty.gov) is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

A2.23.03

The Equal Benefits – Worksheet and Declaration Form at EA2.36 must be completed and submitted per section B5.01.01.

A2.23.04

Internal Revenue Service Form W-9 - Request for Taxpayer Identification and Certification Form at EA2.36 must be completed and submitted per Section B5.01.01.

A3.0 Contract Requirements and Variations

A3.0

By signing the Contract, the Contractor shall be deemed to have accepted without reservation or amendment all Contract requirements set forth or referenced in this Sole Source Contract. In the event the Contractor includes variations from requirements, which are not material to the Contract as set forth or referenced in this Sole Source Contract, the County may, if it desires to accept such variations, conduct discussions with the Contractor to make definite an understanding on final Contract terms and conditions. If the County does not accept a variation and the Contractor can demonstrate to the satisfaction of the County that the non-accepted variation is such a material factor that the Contractor's performance of the Contract would be significantly and adversely affected, the County will allow the Contractor to terminate this Contract.

A3.1 Alterations, Errors, or Mistakes

No verbal, electronic, or telephonic or modifications will be considered, unless specifically authorized by the County.

A4.0 Price Proposal and Delivery

A4.0 Unit Price Contract

The County intends to execute a unit price contract as outlined in P1 – Price Schedule. Price proposals shall include all items necessary for design, testing, manufacture, and acceptance testing of the bus, for the preparation and delivery of other materials and information required in the specifications, and for compliance with all other requirements in the Contract. Prices shall be quoted in United States dollars and shall include all customs charges, royalties, license fees, taxes, and governmental charges as applicable, except as noted specifically below.

A4.1 Washington State Sales Tax and Federal Excise Tax

Except as otherwise provided herein, prices shall not include any allowance for Washington State retail sales or use tax (Chapters 82.08 and 82.12 Revised Code of Washington) or Federal excise tax. Payment of State sales and use tax shall be made pursuant to Section B7.11. Exemption from Federal excise tax shall be pursuant to Section B5.09. Any other taxes which the Contractor may be required to pay related to the Contract, including, but not limited to, retail sales/use taxes on equipment and supplies used or consumed within the State of Washington in performing work under the Contract, Washington State, King County, or city business and occupation taxes, income taxes, etc. shall be included in the Contractor's proposed prices. No adjustments will be made in the amount to be paid by the County under the Contract because of any misunderstanding or any lack of knowledge of the Contractor as to liability for, or the amount of, any taxes or assessments which the Contractor may be liable or responsible for by law or under the Contract.

A4.3 Delivery Schedule

Provide a proposed schedule for delivery of the bus as noted below. The schedule shall be the most cost effective for the Contractor so as to result in the lowest possible prices. The proposed delivery schedule must be supported with evidence that the bus can be built at the times stated given the Contractor's backlog of actual and potential orders.

The Contractor shall include the following information in the delivery schedule:

1. Proposed date of delivery of the first production bus.
2. Proposed date of delivery of the last bus

A5 Not Used

B1.01 Definitions

B1.01.01

Acceptance, Accepted, Accepts

A bus shall be considered to be accepted when, after the successful completion of Pre-Acceptance testing, the County provides the Contractor with a written Notice of Acceptance.

Approval, Approve, Approved

Any time these words are used it means that the County must approve, in writing, the specific part, design, process, etc. referred to. This includes those approvals routinely sought by the Contractor during the design or pilot review process.

Approved Equal

When referring to Requests for Deviation or RFP references to specific manufacturer's items, Approved Equal means that the County has provided an affirmative written response to a bus builder's request to use an unspecified manufacturer's product.

Audible Discrete Frequency

An audible discrete frequency is determined to exist if the sound power level in any 1/3-octave band exceeds the average of the sound power levels of the two adjacent 1/3-octave bands by 4 decibels (dB) or more.

Bus Assembly Inspector

Same as Revenue Fleet Inspector

Calendar Day or Day

A calendar day of 24 hours that may be any day of the week, including a business day, a Saturday, Sunday, or holiday.

Capacity Load

An operating condition of the bus with 130 percent of a Seated Load, but not to exceed GAWRs.

Change Order (C.O.)

A written agreement entered into between the Contractor and the County to supplement, clarify, or alter the plans, specifications, or Contract, or to otherwise provide for unforeseen or additional work, and other matters not contemplated by or completely provided for in the Specifications.

Component

A subsystem, constituent element, or end item part of a bus.

Contract or Contract Documents

The written documents and specifications for this bus procurement Contract embodying the legally binding obligations between the County and the Contractor, including Sections A, B, and C, addenda thereto (Part D), forms (Part E), BAFO, and the documents, information, or materials required therein, and Change Orders.

Contract Officer

The Contract Officer for the County is the Superintendent of Transit Fleet Procurement and Contract Management.

Contract Administrator

The point of contact in the County for all communication from the Contractor. The Contract Administrator will be designated at the time of Contract execution and may change at the County's discretion.

Contractor

The individual, firm, company, joint venture, or corporation which is solely responsible for satisfying all of the requirements of the Contract Documents pursuant to an execution of the Contract by the County.

County

King County, a home rule charter county of the State of Washington.

Decibel (dB)

A unit of measure of relative sound intensity. See "sound pressure level" and "noise level".

Defect

Patent or latent malfunction or failure in material, workmanship, manufacture, or design of a bus or of any component of a bus.

Delivery, Delivered

A bus shall be considered to be delivered when the County's representative at the Contractor's manufacturing site has provided the Contractor with a signed Notice of Approval for delivery, and the Contractor or its agent places the vehicle with the County at the County's designated delivery location for acceptance testing as evidenced by the signing of the common carrier's manifest by an authorized representative of the County.

Design Objective

A requirement that the Contractor design for and include the specified feature into the buses to the best extent practicable. The Contractor shall submit information and documentation for the County's review and approval demonstrating that the feature is being supplied or that an adequate design effort was made to meet the requirements of the Contract Documents.

Design Operating Profile

This duty cycle consists of three (3) phases to be repeated in sequence: a central business district (CBD) phase of 2 miles with 7 stops per mile and a top speed of 20 mph, an arterial route phase of 2 miles with 2 stops per mile and a top speed of 40 mph, and a commuter phase of 4 miles with 1 stop and a maximum speed of 55 mph and a 5 minute idle phase.

Phase	Stops/ Mile	Top Speed (mph)	Miles	Accel. Dist. (ft.)	Accel. Time (s)	Cruise Dist. (ft.)	Cruise Time (s)	Decel. Rate (fpsps)	Decel. Dist. (ft.)	Decel. Time (s)	Dwell Time (s)	Cycle Time (min-s)	Total Stops
CBD	7	20	2	155	10	540	18.5	6.78	60	4.5	7	9-20	14
Idle	-	-	-	-	-	-	-	-	-	-	-	5-0	-
Arterial	2	40	2	1035	29	1350	22.5	6.78	255	9	7	4-30	4
CBD	7	20	2	155	10	510	18.5	6.78	60	4.5	7	9-20	14
Arterial	2	40	2	1035	35	1350	22.5	6.78	255	9	7	4-30	4
CBD	7	20	2	155	10	510	18.5	6.78	60	4.5	7	9-20	14
Commuter	1 stop for phase	Max. or 55	4	5500	90	2 miles + 4580 ft.	188	6.78	480	12	20	5-10	1
Total			14									47-10	51
Average Speed = 17.8 mph													

The bus shall be loaded to SLW and shall average approximately 18 mph while operating on this duty cycle. Operation shall continue regardless of the ambient temperature or weather conditions. The passenger doors shall be opened and closed at each stop, and the bus shall be knelt at each stop during the CBD phase. The braking profile shall be:

- 16 percent of the stops at 3 ft/sec/sec
- 50 percent of the stops at 6 ft/sec/sec
- 26 percent of the stops at 9 ft/sec/sec
- 8 percent of the stops at 12 ft/sec/sec

These percentages of stops shall be evenly distributed over the three phases of the duty cycle. For scheduling purposes, the average deceleration rate is assumed. **This Design Operating Profile is not intended as a simulation of the Metro Transit route structure.**

Desired

Preferred but not mandatory.

Directed

"Directed", "designated", "permitted", "required", and "accepted" and words of like import wherever and whatever manner used means as directed, designated, permitted, required, and accepted by the County unless otherwise specifically indicated or a contrary meaning is required by the context.

General Manager Director

Unless otherwise provided in the Contract Documents, the Director shall be the Director of the King County Metro Transit Department.

Down Time

The total time during which a bus is not in acceptable operating condition and is not available for revenue service as reasonably determined by the County.

Drive Away

The trip between the bus builder's final assembly site and the designated delivery point of the transit system. For motor buses, the bus builder provides (or contracts with) a driver to drive the bus between the two points.

Driver

The employee required to operate a bus in revenue service. Synonymous with "operator".

Execute the Contract

To do all things required in the Contract Documents for the formation of the Contract between a Contractor and the County.

FMVSS

Federal Motor Vehicle Safety Standards, a regulation by the U.S. Department of Transportation. There are several such standards, identified by number, e.g., FMVSS 108.

FR

The Federal Register.

FTA

Federal Transit Administration of the United States Department of Transportation (formerly the Urban Mass Transportation Administration).

File or Submit

Refers to the date of receipt by Department of Transportation.

Financial Interest

A direct and substantial economic interest.

Fleet Number

The number assigned to a bus by the County.

GAWR

Gross axle weight rating.

GVWR

Gross vehicle weight rating.

General Manager

Unless otherwise specified in the Contract, the General Manager of the King County Metro Transit Department.

Herein

"Herein," "hereinafter," and words of similar import shall refer to the Contract Documents.

Hotel Loads

Auxiliary loads on a bus such as heating and lights.

HV

High Voltage (>50V)

Inspector

Same as Revenue Fleet Inspector

KCC

King County Code

Low Floor Bus

A bus with a floor height above the ground of 14 to 16 inches at both doorways. No stairs are necessary to reach the aisle floor. The floor will be essentially level, but the rear of the bus will be at a higher level reached by not more than two (2) steps. No wheelchair lift is allowed; instead, a deployable ramp is provided at the front door.

Maintenance Personnel Skill Levels

APTA's Standard Bus Procurement Guidelines provide the following maintenance personnel skill levels. Approximate County equivalents are noted.

5M: Specialist Mechanic or Class A Mechanic Leader - Lead Mechanic at the County.

4M: Journeyman or Class A Mechanic – Mechanic at the County.

3M: Service Mechanic or Class B Servicer – No equivalent at the County.

2M: Mechanic Helper or Bus Servicer – Closest at the County is Equipment Service Worker.

1M: Cleaner, Fueler, Oiler, Hostler, or Shifter – Closest at the County is Utility Service Worker.

May

"May," wherever and in whatever manner used is permissive.

Metro or Metro Transit

The Metro Transit Department.

Month

Calendar month or the period between the same numbered days of consecutive months, e.g., four months after March 15 is July 15.

Noise Level (dBA)

The weighted sound pressure level in decibels measured using a Type A frequency weighting network as defined in ANSI Specification S1.4 or IEC Publication 179. Where the unit "dBA" is used, it refers to such a measurement. See "sound pressure level".

OEM

Original equipment manufacturer.

Operator

Synonymous with "driver".

Percent Grade

Percent grade is defined as the vertical rise in feet per 100 feet of horizontal distance.

Person

Any individual, partnership, corporation, association, governmental subdivision or unit thereof, or public or private organization or entity of any character.

Pre-Acceptance Testing

Pre-Acceptance Testing is defined as the inspection sheets used by the Bus Assembly Inspectors. These inspection sheets will be supplied to the builder beforehand and are used at the main assembly plant along with the service center or delivery location where PDI will take place. Forms are titled "Plant Inspection Sheets Solaris 24-1" and "Service Center Sheet Solaris 24-1"

Preferred

Desirable, but not mandatory.

Procurement

Buying, purchasing, renting, leasing, or otherwise acquiring any equipment, material, supply, nonprofessional and professional services, and capital construction projects.

Procurement Officer

Unless otherwise provided in the Contract, the Supervisor, Transit Fleet Procurement and Contract Management of the Metro Transit Department.

Pilot

The first bus in a requirement of buses. This bus is built several months before the start of assembly of any subsequent buses in a requirement, in order to allow the County to review the bus at a County facility and make any design changes to the requirement of buses.

Provide

To supply complete and installed without additional charge.

Purchaser
Synonymous with "the County".

RCW
Revised Code of Washington.

Requirement
FTA term for a specific order of buses purchased under a five-year contract.

Related Defect
Damage inflicted on any component as a direct result of a Defect.

Revenue Fleet Inspector, Bus Assembly Inspector, or Inspector
The representative(s) of the County, appointed by the Contract Administrator, who is/are authorized to witness tests, review and approve inspections, approve vehicle acceptance documentation, etc., at the Contractor's plant and at County facilities.

Safety
Ensuring, to the maximum extent possible, freedom from conditions that cause, or create a risk of, injury or death to persons or damage to or loss of equipment or property, including, but not limited to, compliance with all laws, regulations, and codes related to public and employee health and safety.

SCAANS
A computer simulation of bus performance, utilizing the physical and mechanical characteristics of a specific bus, usually performed by the Electronic drive motor manufacturer.

Seated Load, Seated Load Weight ("SLW")
An operating condition of a bus with every seat occupied, a driver aboard, all tanks filled, and all equipment installed. Each person is assumed to weigh 150 pounds (68 kg) and each mobility aid device 600 pounds (45 kg) when occupied.

Service Life
FTA policy from Circular 5010.1D:

- a. Large, heavy-duty transit buses including over the road buses (approximately 35'- 40', and articulated buses): at least **12 years** of service or an accumulation of at least 500,000 miles.
- b. Small heavy duty transit buses (approximately 30'): at least **10 years** of service or an accumulation of at least 350,000 miles.
- c. Medium, medium-duty transit buses (approximately 25'-35'): at least **7 years** of service or an accumulation of at least 200,000 miles.
- d. Medium, light-duty transit buses (approximately 25-35'): at least **5 years** of service or an accumulation of at least 150,000 miles.
- e. Other light-duty vehicles such as small buses and regular and specialized vans: at least **4 years** of service or an accumulation of at least 100,000 miles.
- f. Trolleys, a fixed guideway electric trolley-bus with rubber tires obtaining power from overhead catenary: at least **15 years** of service.

Shall or Will
"Shall" or "will" whenever used to stipulate anything means shall or will be done or performed by either the Contractor or the County. The act required is mandatory, not optional.

Slope
Defined as "n:n" where the first number equals the rise in inches from 90 degrees true horizontal and the second number equals the distance in inches.

Singular
Singular words or abbreviations include the plural.

Sound Pressure Level

Twenty (20) times the logarithm to the base ten (10) to the ratio of the root mean square sound pressure to the reference pressure, 0.00002 Newtons per square meter, expressed in decibels. See "noise level".

Specifications

The requirements set forth in Section C of the Contract.

Specified

"Specified", "described", or "noted" wherever and in whatever manner used means as specified, described, or noted in the Contract Documents.

Standard Floor Bus

A bus with a floor height above the ground of 30 to 36 inches, an essentially level floor, and doorways with two (2) or three (3) steps. A wheelchair lift is necessary to board mobility aid devices and persons with disabilities.

Subcontractor

An individual, firm, company, corporation, or other entity acting for or on behalf of the Contractor in performance of all or any part of the Contract.

Submitted

"Submitted" wherever and in whatever manner used means submitted to the County.

Sufficient

"Sufficient", "necessary", or "proper", "acceptable", "satisfactory", "desirable", and words of like import wherever and in whatever manner used mean sufficient, necessary, properly, acceptable, satisfactory, and desirable in relation to the Contract Documents as determined by the County.

Vendor

Any sub-supplier to the Contractor.

VIN

Vehicle Identification Number, as assigned by the vehicle manufacturer in accordance with Federal regulations.

Wet Weight

The weight of a complete bus with all equipment installed and all tanks filled but without passengers or driver.

Wheelchair

Includes mobility aids belonging to any class of three-or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

Work, the Work

Work or "the Work" means and includes anything and everything necessary or appropriate to be done for the setting out, execution, completion, and fulfillment of the Contract.

Work Day or Working Day

A 24-hour period extending from midnight to midnight. This term shall apply to local time at the location of the party to be notified or to whom an item is delivered, and it shall exclude Saturdays, Sundays, and holidays observed by the County.

B1.02 Abbreviations

B1.02.01

Whenever the following abbreviations are used, the intent and meaning shall be interpreted as follows. The list may not be exhaustive. The intent of the County has been to use abbreviations in a manner that is clear and in conformance with general engineering practice; however, all persons are urged to request clarification from the County in any case where the meaning of an abbreviation is in doubt as no claims of misinterpretation of abbreviations used or referenced in the Contract will be entertained after the execution of the Contract.

approx.	Approximate
A	Ampere
ac	Alternating current
C	Degrees Celsius
cfm	Cubic feet per minute
cm	Centimeter
dBA	Decibel, "A" scale
dc	Direct current
F	Degrees Fahrenheit
ft	Foot
g	Gravity
Hz	Hertz
in	Inch
kg	Kilogram
km	Kilometer
km/h	Kilometers per hour
kWh	Kilowatt hour
l	Liter
lb	Pound
l/min	Liters per minute
m	Meter
mA	Milliampere
max.	Maximum
mi.	Mile
min.	Minimum
mm	Millimeter
mpg	Miles per gallon
mph	Miles per hour
no.	Number
psi	Pounds per square inch
r.m.s.	Root mean square
rpm	Revolutions per minute
s	Second
V	Volt
x	Multiplied by

B1.03 Footnotes

B1.03.01

Footnotes are used for convenience in some places but such use is not exhaustive. Use of footnotes or footnoting some sections and failing to footnote others that may have application shall not be considered to emphasize some sections over others or to amend or modify the import or meaning of the Contract Documents in any way.

B1.04 Dimensions

B1.04.01

Where two dimensions are given, e.g., 10 in (254 mm), the first stated shall control in case of dispute.

B2.01 Performance of the Work

B2.01.01

The performance of the Work shall be done in complete conformance with the Contract Documents, and consistent with the best standards within the industry for the manufacture of the transit buses referenced in Section A1.01.

It is expressly stipulated, however, that these Specifications and other Contract Documents do not purport to control the means or methods of performing the Contractor's Work. The Contractor assumes the entire responsibility for planning, design, and testing and for methods of manufacturing and assembling the buses.

The Work performed and the buses delivered to the County shall demonstrate the Contractor's consistent adherence to the best industry standards of design, manufacture, and assembly.

The County supports the Standard Bus Procurement Guidelines published by the American Public Transportation Association (APTA) in August 2022.

B2.02 County Representatives

B2.02.01

Following contract execution, the Contract Officer if deemed appropriate shall appoint a Contract Administrator who is the County's designated representative for all contacts by the Contractor and this person's name, address, phone number, and email address will be given to the Contractor.

B2.02.06

If English is not the prevalent language used at the worksite, an interpreter fluently proficient in the other language(s) used and in English shall be available to the Inspector during all working hours. All documentation shall be supplied in English including, but not limited to, design drawings, inspection reports, and any other Contract documentation. Any and all costs associated with interpreting and translating of documents shall be borne entirely by the Contractor.

B2.02.07

In the event the County's Inspector or a delegate is or becomes unacceptable to the Contractor, the Contractor will notify the County's Contract Administrator. The County and the Contractor will promptly discuss the matter. Replacement of any County Inspector shall be at the full discretion of the County.

B2.03 Contractor's Appointed Representative(s)

B2.03.01

At the time of execution of the Contract, the Contractor shall appoint a representative as a point of contact for the County. The Contractor shall immediately supply the name, address, phone number, fax number, and email address of this person to the County's Contract Administrator. This representative shall be the contract liaison agent through whom the County will communicate with the Contractor. The Contractor shall respond to all written communications from the County's Contract Officer, Contract Administrator or designee within seven (7) working days from receipt.

B2.03.02

The Contractor shall also appoint a representative who will be the contact point in the Contractor's plant for the County's Inspector. The Contractor's plant representative shall be the contract liaison agent through whom the County's Inspector will communicate with the Contractor. Correspondence from the Contractor's representative will be binding on the Contractor.

The Inspector and the Contractor will jointly establish in a timely manner the procedure to be followed relating to identification and control of letters of transmittal, telephone memoranda, reports, e-mails, and drawings, and the Contractor shall comply with such procedure. The Contractor shall answer or give progress updates to all written communications from the County's Inspector within seven (7) working days from issuance.

B2.03.03

In the event a Contractor's appointed plant representative is or becomes unacceptable to the County, the Contractor shall promptly discuss and consider the matter with the County and attempt to arrive at a mutually satisfactory solution. If no such solution is developed, within 90 days, the Contractor shall replace the plant representative with a person acceptable to the County.

B2.04 Paragraph Headings

B2.04.01

Headings to parts, sections, forms, articles, and sub-articles are inserted for convenience of reference only and shall not affect the interpretation of these Contract Documents.

B2.05 Successor's Obligation

B2.05.01

All grants, covenants, provisos, and claims, rights, powers, privileges, and liabilities contained in the Contract Documents shall be read and held as made by and with and granted to and imposed upon the Contractor and the County and their respective heirs, executors, administrators, successors, and assigns.

B2.06 Contractor's Plant, Equipment and Employees

B2.06.01

The Contractor alone shall at all times be responsible for the availability, adequacy, efficiency, and sufficiency of its and its subcontractor's plant, equipment, and employees.

B2.07 Assignment of Contract

B2.07.01

Neither party will assign or subcontract its rights or obligations under the Contract without the prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party. Involuntary assignment of the Contract caused by the Contractor being adjudged bankrupt, assignment of the Contract for the benefit of Contractor's creditors, or appointment of a receiver on account of Contractor's insolvency shall all be considered as a failure to comply with the provisions of the Contract and subject to the termination for default provisions contained herein.

B2.08 Subcontracts

B2.08.01

The Contractor shall perform, with its own organization, not less than one third of the Work and shall not sublet to one subcontractor or supplier more than one half of the Work without the previous written consent of the County. No subcontractor or supplier will be recognized as having a contract with the County and all persons engaged in the Work will be considered employees of the Contractor or subcontractor. All subcontractor and supplier Work shall be subject to the provisions of the Contract through the terms and provisions of their subcontract that shall comply, in all pertinent respects, with the Contract Documents. No provision herein is intended to allocate or determine liability or responsibility between the Contractor and its subcontractors and suppliers. The provisions herein allocate or determine liability and responsibility only between the Contractor and the County.

The Contractor will provide to auditors representing or designated by the County, the name, address, phone number, fax number, and email address of any subcontractor or supplier who is engaged in the Work or supplying parts for the Contractor as it relates to this Contract. If such Work or parts information is needed for the specific purpose of certifying the Buy America requirements of 49 CFR Parts 661 and 663 or any other requirements of this Contract, or if otherwise reasonably required, the County reserves the right to audit or otherwise inspect the subcontractor's facilities, equipment, and records.

B2.09 Service of Notices

B2.09.01

Any notice, order, direction, request, or other written communication given by the County to the Contractor under the Contract shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's appointed representative, or if hand carried or sent by mail or e-mail to the Contractor at the address designated as that of the Contractor's appointed representative with receipt thereof acknowledged. Notice shall also be deemed to be well and sufficiently given three (3) days after mailing said notice by registered mail and/or electronic mail to the Contractor's last known place of Business.

B2.10 Deviation from Contract

B2.10.01

The Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of the County.

B2.11 Suggestions to Contractor

B2.11.01

Any plan or method of work suggested by the County to the Contractor, but not specified or required in writing under the Contract, if adopted or followed by the Contractor in whole or part shall be used at the risk and responsibility of the Contractor, and the County shall assume no responsibility, therefore.

B2.12 Wages and Benefits of Employees

B2.12.01

Pursuant to the requirements of the Revised Code of Washington, Chapter 39.12, (as amended or supplemented), the Contractor and each subcontractor or other Person doing the whole or any part of the Work to be performed under the Contract in the State of Washington shall pay if required by said statutes each employee working in the State of Washington an amount not less than the general prevailing rate of wage as specified by the Industrial Statistician of the Department of Labor and Industries of Washington State, paid in the vicinity of the Work to be performed under the Contract for the particular trade or occupation of each employee.

Any employee whose type of work is not covered by any of the classified wage rates specified by the Industrial Statistician of the Department of Labor and Industries of the State of Washington shall be paid not less than the rate of wage listed for the classification that most nearly corresponds to the type of work to be performed. In the event that any dispute arises as to who is to be paid and what are the prevailing rates of wages for work of a similar nature which cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, whose decision therein shall be final and conclusive and binding on all parties involved in the dispute.

The Contractor will be held responsible for paying the prevailing wages and for taking any other actions required to comply with Chapter 39.12 RCW.

As may be required by law, the Contractor on or before the date of commencement of the Work shall file a statement under oath with the County and with the Director of the Department of Labor and Industries certifying the rate of hourly wage to be paid to each classification of laborers, workmen, or mechanics employed upon the Work in the State of Washington by the Contractor or subcontractor, which shall be not less than the prevailing rate of wage. Such statement and any supplemental statements that may be necessary shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

B2.12.02 Workers' Benefits

The Contractor shall make all payments required for unemployment compensation under the Revised Code of Washington Title 50 and for industrial insurance and medical aid required under RCW Title 51. The Contractor shall also obey all applicable Federal, state, and local laws, ordinances, and regulations establishing safety standards for the protection of employees. If any payment required by RCW Title 50 or Title 51 is not made when due, the County may retain such payments from any money due the Contractor and pay the same into the appropriate fund. The Public Works Contract Division of the Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-policies>. Before release of any funds retained according to Section B7.09, the Contractor shall complete a "Request for Release" form and submit such form to the Department of Labor and Industries for approval for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums. Such approved form shall be submitted to the County.

Under certain circumstances a Contractor whose entire operations are outside the State of Washington may not be required to make workers' benefits payments under Washington State law. If the Contractor has determined this to be the case, the Contractor will provide the County with a signed statement to this effect no later than 30 days after Notice to Proceed.

B2.12.03 Compliance with All Laws

The Contractor shall give the notices, file information, and pay taxes, deductions, and premiums as may be required by law and shall at all times comply with all applicable Federal, state, and local laws, ordinances, permit requirements, rules, and regulations pertaining to the conduct of the Work, including but not limited to the contractual provisions required by the FTA and set forth in Section A2. The Contractor shall be liable for violations of same in connection with Work provided by the Contractor, and the Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements.

B2.12.04 Audits

The County may inspect or audit the Contractor's wage and payroll records. The Contractor agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than six (6) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of such litigation, appeals, claims, or exceptions related thereto. The Contractor will ensure that wage and payroll records of all its subcontractors and agents shall be open to similar inspection and auditing for the same period of time. The County will give the Contractor reasonable notice of the starting date if an audit will begin more than 60 days after the Contract acceptance date.

B2.13 Contractor Variations

B2.13.01

In the event the Contractor is a joint venture of two or more contractors, all grants, covenants, provisos, and claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to be several as well as joint. Any notice, order, direction, request, or other communications required to be or that may be given by the County to the Contractor under this Contract shall be well and sufficiently given to the joint venture if given to the Contractor's appointed representative. Any notice, request, or other communication to the County under this Contract shall be deemed to have been given to the County if signed by the Contractor's liaison or other designated contact.

B2.13.02

In the event that the Contractor is not the bus-manufacturer, then the manufacturer of the proposed bus shall be a party to this Contract for the purpose of guaranteeing full and complete performance in the event of default by the Contractor and providing the County with information and documentation necessary to assure the Contractor's complete performance and preserve all of the County's rights under the Contract. The manufacturer shall be bound by all grants, covenants, provisos, and claims, rights, powers, and liabilities of the Contract. In the event of default by the Contractor, the County shall have the absolute right to require the manufacturer to fully perform under the terms of the Contract. Such right shall be in addition and not in lieu of any rights under the performance bond.

B2.14 Waiver of Rights by the County

B2.14.01

No action or want of action on the part of the County at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the County of any of its rights or remedies. The County shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by the County. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

B2.15 Dispute Resolution

B2.15.01

All claims, counterclaims, disputes, or other matters, arising out of the performance of this Contract that cannot be resolved by the Contract Officer and the General Manager shall be referred to the King County Executive's office or designee for final resolution. The Director or designee shall make a determination within 30 days of such referral, provided the Director is given all facts, data, and contentions which relate to the referral, and all other information and material necessary for its resolution. Such referral and determination by the Director or designee shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

B2.16 Units of Measure

B2.16.01

The Contractor may use either standard units of measure as used in the United States or metric units of measure in the conduct of the Work. If metric units are used, the standard equivalent shall be shown immediately adjacent to it. The chosen units of measure shall be applied consistently in all drawings and documentation. The County must approve any exception.

B2.17 Errors and Omissions

B2.17.01

If the Contractor in the course of the Work becomes aware of any errors or omissions in the Contract Documents or in the data as given in the instructions or if it becomes aware of any discrepancies in the Contract Documents, the Contractor shall immediately inform the County. Any Work done after such discovery until the Contractor has delivered written notification thereof to the County and one Work Day has elapsed, will be done at the Contractor's risk and expense.

B3.01 Engineering Drawings

B3.01.01 General

Buses shall be manufactured according to the requirements of the Contractor's engineering drawings which shall completely describe and define the buses, consistent with both the requirements and the intent of the Contract Documents and all applicable Federal, state, and local laws, regulations, rules, executive orders, and codes. The Contractor shall submit such additional or revised drawings, diagrams, calculations, test

results, and demonstrative evidence as the County deems necessary to confirm the completeness and accuracy of the Contractor's engineering drawings.

B3.01.02 Distribution

One (1) copy of all design drawings, engineering process sheets, and other bus manufacturing documentation, including latest revisions, shall be supplied to the Contract Administrator as they are produced.

The County's inspectors shall have access to design drawings, engineering process sheets, and other bus manufacturing documentation, including latest revisions. The method for providing this information shall be approved by the Contract Administrator.

Copies of all design drawings and other bus manufacturing documentation, including latest revisions, shall be supplied to the Contract Administrator as they are produced.

B3.01.03 Standards

The drawings shall reference various engineering standards or standard specifications, as appropriate, which shall control material quality, assembly techniques, and fabrication of the buses and components on them. English language copies of these standards shall be available to the Inspector.

B3.02 Not Used

B3.03 English Language

B3.03.01

All schedules, drawings, manufacturing documentation, manuals, parts lists, and any other written material or other communication required in the performance of the Contract shall be prepared using the English language as used in the U.S. throughout, so that the documents will be readily understood when in use in the maintenance facilities and by the staff members of the County, in King County, Washington. Drawings and diagrams of electrical or electronic circuits shall use symbols and notation as used in the U.S. electronics industry. The English language as used in the U.S. shall be used for all oral, written, or other communications.

B3.04 Design Review

B3.04

Any failure by the County to detect any Defects or omissions in any design, material, method, or program shall in no way relieve the Contractor from fully complying with the requirements and intent of the Contract Documents.

B3.04.01

The County participation in design or engineering drawing reviews or acceptance of any schedule, change proposal or drawing or any information shall not relieve the Contractor of its commitment and responsibility for compliance with the Specifications. The Contractor shall at its own expense remedy any deficiencies and Defects that may develop even though prior tests have seemingly indicated compliance with the Specifications.

B3.05 Compliance Testing

B3.05.01 Not Used

B3.05.02

The County shall be informed at least fourteen (14) days prior to any test or analysis used for verification of Contract compliance and may witness each such test or analysis. Certified results of tests not conducted strictly for this Contract may be submitted in lieu of conducting additional tests, if the Contractor can demonstrate to the County that the proposed test results are relevant and applicable.

B4.01 General Quality

B4.01.01

Material and equipment shall be new and of a quality equal to that specified or accepted as the best industry practice in Europe. Mechanical, electrical, and electronic equipment and components shall be the products of manufacturers of established good reputations regularly engaged in the fabrication of such equipment and components.

The Work shall be executed in conformity with the best accepted standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility, pleasing appearance, and minimum cost of maintenance.

The fit and finish of exterior and interior components shall be to the best industry standards of the automotive trade.

B4.01.02

Whenever under the Contract Documents it is provided that the Contractor shall furnish materials or manufactured components or shall do Work for which no detailed specifications are set forth, the Work performed shall be in full conformity and harmony with the intent to secure the best standards of manufacture in the Work as a whole or in part. No advantage shall be taken by the Contractor in the omission of any part or detail which goes to make the BUS complete and ready for service, even though such part or detail is not mentioned in the Specifications or in the Contractor's approved design.

B4.01.03 Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings
- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices, or process
- License requirements

The County shall protect proprietary information provided by the Contractor and Subcontractors to the fullest extent of the law. The Contractor shall grant an exclusive license to allow the County to utilize such information in order to maintain the vehicles. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

B4.03 Proof of Compliance with Contract

B4.03.01

In order that the County may attempt to determine whether the Contractor has complied with the requirements of the Contract Documents not readily determinable through inspection and test of equipment, components, or materials utilized in the Work, the Contractor shall, at any time when requested, submit to the County properly authenticated test results, design documents, or other satisfactory proof as to its compliance with such requirements.

B4.04 Defective Workmanship and Materials

B4.04.01

When and as often as the County determines that the Work done or being done under the Contract, or the kind or quality of components, equipment, or materials supplied in connection therewith, is not fully and completely in accordance with any requirement of the Contract Documents, it may give notice of such noncompliance to the Contractor in writing, and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance at no additional cost to the County.

B4.04.02

While under the warranty period the Contractor assumes sole responsibility for the product provided under this Contract and agrees to pay for repair or replacement at the County's discretion.

B4.05 Warranty

B4.05.01

The Contractor warrants and guarantees to the County each complete bus and specific components as follows:

1. **COMPLETE BUS:** The complete bus, as supplied by the Contractor, is warranted and guaranteed by the Contractor to be free from Defects due to design or workmanship for one year or 50,000 miles, whichever comes first, beginning on the in-service date for each bus. During this warranty

period the bus shall maintain its structural integrity. The warranty is based on normal operation of the bus under the operating conditions prevailing in the service area of the County.

2. **COMPONENTS:** Specific components are warranted and guaranteed by the Contractor to be free from Defects and Related Defects for the following times (beginning on the same date of the Complete Bus Warranty) or mileages:

ITEM	(WHICHEVER OCCURS FIRST)	
	YEARS	MILEAGE
Battery Packs/Energy Storage	6	300,000
Propulsion/Drive Gear Reduction Unit	2	100,000
Drive Axle	2	100,000
Brake System (excluding friction material)	1	50,000
Heating and Air Conditioning System	2	Unlimited
Basic Body Structural Integrity and Corrosion	12	Unlimited

B4.05.02

Warranties in this Contract are specifically agreed to and in addition to any remedies or warranties imposed on the Contractor by statute or otherwise by law.

The Contractor shall ensure in its procurement arrangements that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, Vendors, material men, and subcontractors. Any inconsistency or difference between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, Vendors, material men, and subcontractors, shall be at the risk and expense of the Contractor. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under the Contract Documents.

Upon request of the County, the Contractor shall promptly provide to the County complete copies of all written warranties or guarantees and of documentation of any other arrangement relating to such warranties or guarantees extended by the Contractor's suppliers, sub suppliers, Vendors, material men, and subcontractors covering parts, components, and systems utilized in the bus.

The Contractor shall ensure that such suppliers, sub suppliers, Vendors, material men, and subcontractors satisfactorily perform warranty related work.

B4.05.03

These warranty requirements do not apply to normal wear and tear. Parts such as incandescent bulbs, brake linings, filters, belts, and wiper blades are not warranted unless they fail due to defective manufacture, improper installation by the Contractor, or Defects in the design, manufacture, or installation of the part or the system within which the part functions.

B4.05.04

All repairs to the buses, including warrantable repairs, shall be performed by the County and the County's costs therefore shall be reimbursed by the Contractor. Repairs by the County will be made by the method which, in the reasonable judgment of the County, is most practicable given the existing conditions unless the County and the Contractor have agreed to a specific repair. Warranty labor rate charged to the Contractor will be the day shift hourly wage rate of a Mechanic, Step E, plus 62% fringes plus 125% overhead. The wage rate, and therefore the warranty labor rate, are subject to adjustment once each year. As of February 3, 2023, the warranty rate is \$129.59/hour, based on the Mechanic wage rate of \$43.46/hour. The County shall maintain records of warranty repairs and such records shall be available to the Contractor to verify warranty claims.

B4.05.05

The Contractor will reimburse the County for the cost of parts used in a warranty repair. The reimbursement shall be at the price indicated on the Contractor's master price list at the time of repair including taxes where applicable and shipping to the County. When the Contractor can prove that a replacement OEM part for a given failure was purchased from a source other than the Contractor, the County will submit the warranty claim to the Contractor for those repair parts reflecting the County's actual cost for the replacement parts. The Contractor shall pay the total cost to return defective components covered by warranty to the factory. The County will not consider a parts exchange program.

During the warranty period, the County shall perform repairs of defects using parts purchased in the SOLARIS distribution network. If the parts needed to perform the repair are not available in the SOLARIS network, the County may purchase the part on the local market.

Warranty claims submitted to the Contractor for their sub-supplier warranty-covered failures which are short paid to the Contractor shall not be at the loss of the County. The Contractor will be held financially responsible for full payment to the County for all unpaid/short paid claims.

B4.05.06

The warranty will include the cost of towing the bus or a coach change if either is necessary because of a failure of a warranted part. The cost of a coach change will consist of the warranty labor rate in Section B4.05.04 above for the actual number of mechanics sent (one or two), plus a charge for a tow truck, if used, of \$115/hour.

B4.05.07

At its sole discretion, the County may require the Contractor or its designated representative to perform warranty-covered repairs which cannot be easily accommodated in the County's facilities or which require the specialized skill of the Contractor or its subcontractors or suppliers. If the County requires the Contractor to perform warranty-covered repairs, the Contractor's representative must begin, within ten (10) Working Days after receiving notification of a Defect from the County, any Work necessary to effect repairs in a proper and timely manner. Whenever the Contractor makes warranty repairs, it shall use new parts, subcomponents, and subsystems unless the repair of original parts is authorized in writing by the County. The County shall make the bus available to complete repairs timely with the Contractor's repair schedule. The Contractor shall provide at its own expense all spare parts, labor, tools, and space required to complete repairs. In the event the Contractor or a sub-supplier of the Contractor performs warranty repairs, all repair parts, if utilized from the County inventory, must be replaced or reimbursed to the County through the warranty process. The Contractor shall reimburse the County for all expenses incurred shuttling buses between the County's facilities and Contractor's work site or the facilities of its subcontractors or suppliers. At the County's option, the Contractor may be required to remove the bus from the County's property while repairs are being effected. If the bus is removed from the County's property, repair procedures must be diligently pursued by the Contractor's representative. The schedule and scope of the repairs shall be approved in advance by the County. Components of drive system (traction battery, propulsion, traction motor) will be repaired, not replaced for new ones.

In case of repairs of drive components, SBC consent is required to undertake repairs (traction battery, propulsion, traction motor).

The County shall follow established warranty approval procedures agreed to between County and Contractor, prior to commencing warranty work.

B4.05.08 Complete or Partial Replacement

In the event of any Defect in design, material, or workmanship of a component or an assembly under warranty, the County shall consider whether the component or assembly is to be changed in its entirety or whether the component or assembly is to be repaired and the defective parts replaced. The County's decision as to which alternative will be used will be based upon minimizing down time; total repair costs of the vehicle; whether or not the failure of the component might be detrimental to the life of the assembly; public safety; and convenience considerations. Solaris' consent is required to undertake repairs of drive components such as traction battery, propulsion container, electric motors, etc.

B4.05.09 Fleet Defects (Not Used)

B4.05.10 Warranty Extension

In the event that, during the warranty period, repairs or modifications made necessary by defective design, material, or workmanship are not completed within specified period required by contract due to lack of material or inability to provide the proper repair, the delay running beyond the end of the warranty period, such delay shall not be considered in computing the warranty period. The same warranty will remain in effect as if the repair or modification was still within the warranty period, said warranty being extended day for day by the period of delay.

B4.05.11 Service Personnel

The Contractor shall provide qualified factory authorized service personnel at the facilities of the County for five (5) days per week for sixty (60) days from the time the first bus is delivered and on request support afterwards within 48 hours. Maintenance or repair instructions or suggestions from these representatives affecting warranty shall be in writing. The Contractor shall authorize its service personnel to accept and approve warranty claims and make timely decisions to repair or cure Defects.

B4.05.12 Warranty Claims

The County shall submit the warranty claim in Contractor's warranty system and according to procedures agreed between the County and Contractor. The claim has to be submitted within 60 days from the date of completion of the repair. Defective parts will be returned to the Contractor's local representative within thirty (30) days of the claim date. In the event the Contractor has no local representative, the County will return defective parts to the determined Contractor's location within forty-five (45) days of the claim date. Filing is understood to mean sending an e-mail, filing claims within the Contractor's electronic claim processing system, or putting a letter into the U.S. Postal Service via regular first class mail. The County will add a handling charge to defray warranty processing costs. The handling charge shall be fifteen percent (15%) of the total cost of the warranty repair not to exceed \$250.00 per claim.

The Contractor will verify County's warranty claims and provide a decision within 60 days from claim's online submission through Contractor's warranty claiming system or within 60 days from parts return in case defective parts have been requested. Based on accepted claims by the Contractor, the County shall issue an invoice for accepted claims. The County will issue an invoice with 60 days payment term. Denials of the claims must be written and must contain the reason(s) for denial.

B4.05.13 Not Used

B4.06 Spare Parts

B4.06.01 General

Parts shall be available both as separate components and built-up assemblies. Parts or rebuild kits shall be offered for all repairable or rebuildable components on the bus.

The County may relieve the Contractor of a portion of the responsibility for providing spare parts once the established warranty periods have ended. If the Contractor desires to reduce its responsibility for providing spare parts, it shall establish direct purchasing by the County from the Contractor's subcontractors and suppliers or from open market distributors. Such direct purchasing may take the form of agreements between the County and various spare parts suppliers facilitated by the Contractor in compliance with all applicable regulations.

When parts are shipped to the County, the Contractor will include priced packing slips with all shipments, and the Contractor will ensure the County part number is printed on all packing slips and invoices.

The County is interested in purchasing directly from subcontractors, suppliers, and/or open market distributors spare parts included in the following bus systems:

1. Traction Motor
2. Brake System
3. Axles
4. Suspension (wear items)
5. Seating
6. Air System
7. Bearings
8. Wheelchair Ramp Parts
9. Flat Glass
10. Electrical Components
11. HVAC
12. Battery packs/ESS

After the execution of this Contract, a separate parts contract may be negotiated between the Contractor and the County.

B4.06.02 Initial Parts Order

The Contractor shall make a good faith effort to send to the County an initial suggested stocking list for every major system and subsystem, to include propulsion, Electronic drive motor, suspension, axles, brakes, electrical, and body parts, and their location in the parts catalog, at least ten (10) weeks, and in no event less than six (6) weeks before the delivery of the first production bus. The suggested stocking list of parts shall contain all of the information on the parts that is required. The County will return completed orders within four (4) weeks of receiving the suggested list, price list, and a draft parts catalog.

The Contractor will make a good faith effort to supply 100 percent (100%) of the County's initial order, taken from the Contractor's suggested parts stocking list, upon delivery of the first production bus.

Failure by the Contractor to ship, or to make a documented good faith effort to ship, all or a significant part of the initial order of parts within Ten (10) weeks from receipt and acceptance of the initial purchase order at the Contractor's warehouse, shall entitle the County to collect liquidated damages of \$200.00 per day for each day of late delivery. The \$200.00 per day late delivery damages charge may be waived by agreement between the Contractor and the County in those cases where an alternative source is available and the Contractor purchases and arranges shipment on behalf of the County.

B4.06.03 Parts Availability Guarantee

The Contractor hereby agrees to provide, within reasonable periods of time, the spare parts, software, and all equipment necessary to maintain and repair the buses supplied under this Contract for a period equal to the twelve years (12) after the date of acceptance of the last bus in the order, and preferably for two (2) additional years. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then current published catalog prices.

B4.06.04 Returned Parts

The County shall be able to return parts purchased from the Contractor according to the terms and conditions set forth in separate spare parts contract(s) the County may negotiate with the Contractor per Section B4.06.01. apart from excluded parts mentioned on the list of non-returnable parts below.

- Any kind of glue (including SIKA)
- Any rubber parts (v-belts, tyers, hoses)
- Any body parts that have been manufactured only for this contract
- Any control units programmed for this contract (based on VIN)

B4.06.05 Consumables

A list of consumable items shall be discussed during design review and made available preferably from U.S. suppliers

B4.06.06 Not Used

B4.06.07 Pricing of Spare Parts

B4.06.07.01 Not Used

B4.06.07.02

Competitive pricing is defined as the circumstances in which the County could obtain bids or proposals from alternative sources for the same parts. Proprietary parts and noncompetitive parts will be considered sole source parts requiring cost/price justification.

B4.06.07.03

The Contractor shall maintain records related to pricing of spare parts as required by Section B5.12. The County shall have access to such records for audit purposes as provided in Section B5.13.

SECTION B5 – LEGAL RESPONSIBILITY, SAFETY, AND INSURANCE

B5.01 Execution of Contract Agreements

B5.01.01

The Contract Documents shall be executed in duplicate on the forms provided. The awarded Contractor shall return the signed Contract forms at EB5.01 together with the Performance or Payment Security form at EB5.02, required County forms in Section EA2.36, and evidence of insurance (see Section B5.11), within ten (10) days after receiving written notice of the execution of Contract. After receipt of the executed Contract Documents from the Contractor, the Contract will be executed for the County by a duly authorized officer. The date of execution by the County shall be deemed to be the date of execution of the Contract. After execution by the County, one (1) fully executed copy will be returned to the Contractor.

The Contractor shall not begin work until after receipt of Notice to Proceed (NTP). NTP shall be issued by the County within ten (10) days of execution of the Contract by the County.

B5.02 Not

B5.03 Indemnification and Defense

B5.03.01 –

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section B5.03.01, or to enforce the provisions of this Section B5.03.01, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

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

Nothing contained within this Section B5.03.01 shall affect and/or alter the application of any other section contained within this Contract.

B5.04 Liability of Contractor

B5.04.01

The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by law or by the Contract, the reference to any specific duty or liability being made herein is merely for the purpose of explanation. The Contractor shall be completely and solely responsible for the health and safety of its employees, subcontractors, and suppliers engaged in the performance of the Work. The Contractor shall maintain all Work sites and perform all Work so as to comply with all applicable Federal, state, and local laws, codes, and safety regulations.

No provision herein is intended to allocate or determine liability between the Contractor and its subcontractors and suppliers. The provisions herein allocate or determine liability only between the Contractor and the County.

B5.05 Damage to Work

B5.05.01

The Contractor shall bear the risk of loss or damage to each bus until the bus has been delivered to the County. The County shall assume risk for buses only after acceptance paperwork is signed and buses are fully under King County Metro control. If any loss or damage occurs to the bus for which the Contractor is responsible hereunder, the Contractor shall immediately repair or replace and make good any such loss or damage, and in the event of the Contractor refusing or neglecting to do so, the County may itself or by the employment of some other person repair or replace and make good any such loss or damage, and the cost and expense of so doing shall be charged to the Contractor. The Contractor shall reimburse the County such costs within thirty (30) days of written demand from the County. If the Contractor refuses or fails to pay these costs within thirty (30) days, the County may withhold said costs from any payments then due or to become due to the Contractor.

B5.06 Laws, Regulations, and Permits

B5.06.01

The Contractor shall give all notices required by law and comply with all applicable Federal, state, and local laws, ordinances, rules, and regulations relating to the conduct of the Work. The Contractor shall be liable for all violations of the law in connection with Work furnished by the Contractor and its subcontractors, suppliers, and Vendors.

B5.06.02

Unless otherwise specified herein, permits and licenses which are necessary for and during the manufacture and Delivery and until acceptance of each bus pursuant to Section B6.08 shall be secured and paid for by the Contractor. Permits and licenses which are necessary after acceptance of each bus pursuant to Section B6.08 will be secured and paid for by the County. Prior to the Delivery of each bus, the Contractor shall provide a Manufacturer's Statement of Origin ("MSO") for the bus. The County will use the MSO and other documents to apply for legal title and registration of the bus and secure proper license plates from the Washington State Department of Licensing.

B5.07 Patent and Royalties

B5.07.01

The Contractor shall indemnify, defend, and hold harmless the County and its elected officials, officers, agents, and employees against liability, including costs, for infringement of any United States patent arising out of or in any way connected with the design, manufacture, Delivery, or repair of buses under this Contract.

B5.07.02

The County will inform the Contractor as soon as is practicable of any claim, suit, or other action alleging infringement of patent rights and shall give the Contractor authority, assistance, and information at the Contractor's expense for the defense or settlement of same.

B5.07.03

Should the Contractor, or the County, or their elected officials, officers, agents, or employees, or any of them, be enjoined from furnishing or using any item supplied or required to be supplied under the Contract, the Contractor shall either:

1. Substitute as soon as is practicable other non-infringing items of equivalent type and quality satisfactory to the County; or
2. Pay such royalties and secure such licenses as may be requisite and necessary for the Contractor to furnish, and the County, its elected officials, officers, agents, and employees to use, such items without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

B5.07.04

Should the Contractor neglect or refuse to make the substitution within a reasonable time or to pay such royalties or secure such licenses as may be necessary for the County to use or dispose of the item, then in that event, the County shall after thirty (30) days of giving written notice to the Contractor have the right to make such substitution or pay such royalties and secure such licenses and charge and recover the amount from the Contractor, even though final payment under the Contract may have been made. The Contractor shall reimburse the County such costs within thirty (30) days of written demand from the County. If the Contractor refuses or fails to pay these costs within thirty (30) days, the County may withhold said costs from any payments then due or to become due to the Contractor.

**B5.08 Workers' Compensation Insurance,
Industrial Insurance, and Medical Aid Premiums**

B5.08.01

As to any portion of the Work performed by the Contractor and its subcontractors in the State of Washington, the Contractor shall maintain workers' compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of workers' compensation laws, and the Contractor shall make all payments arising from the performance of this Contract due the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

B5.09 Federal Excise Tax Exemption

B5.09.01

Buses purchased by the County are not subject to Federal Excise Tax.

B5.10 Applicable Law, Forum, and Consent to Jurisdiction

B5.10.01

Except as herein specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

B5.10.02

In the event that any litigation may be filed between the parties respecting any matter of fact or law relating to the Contract, the County and the Contractor agree that venue shall rest in the King County Superior Court, situated in Seattle, Washington, and by entering into this Contract the Contractor has thereby consented to personal and subject matter jurisdiction by the King County Superior Court.

B5.11 Insurance

B5.11.01 Evidence and Cancellation of Insurance

Within six (6) months of execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount

of insurance, the location and operations to which the insurance applies, the expiration date, and that the County received notice at least forty-five (45) days prior to the effective date of any cancellation, lapse, or material change in the policy.

The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon, in the event of a loss.

Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

B5.11.02 Insurance Requirements

B5.11.02.01

The Contractor shall obtain and maintain the minimum insurance set forth below. 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.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

B5.11.02.02 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY

2. Automobile Liability

Insurance Service form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Not Used

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or 'Other States' state law.

5. Employers Liability or "Stop Gap"

The protection provided by the Workers' Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the 'Stop Gap' endorsement to the General Liability policy.

B5.11.02.03 Minimum Limits of Insurance

The Contractor shall maintain limits **no less than the following**, for:

1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage including products, and for those policies with aggregate limits, a \$5,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omission: Not used.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.
The protection provided by the Workers' Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the 'Stop Gap' endorsement to the General Liability policy.

B5.11.02.04 Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

B5.11.02.05 Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:
 - a. 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.
 - b. The Contractor's insurance coverage shall be the primary insurance as respects the County, its officers, officials, employees, and agents as respects liability arising out of activities performed by or on behalf of the contractor in connection with this contract. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the insurance or benefit the Contractor in any way to liabilities assumed by the Contractor under the terms of this Contract.

- c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

B5.11.02.06 Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with an AM Best rating of no less than A:VIII, or, if not rated with AM Best, with minimum surpluses the equivalent of AM Best's surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

B5.11.02.07 Subcontractors

The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

B5.11.02.08 Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions and job site safety. The Contractor shall comply with all applicable Federal, state, and local safety regulations governing the job site, employees, and subcontractors. The Contractor shall be responsible for the subcontractor's compliance with these provisions.

B5.11.02.09 Endorsements

Endorsement must be included with insurance form, i.e., standard industry forms: CG 20 10 11/85 or its equivalent. The County requires this endorsement to complete the Contract.

B5.12 Retention of Records

B5.12.01

The Contractor agrees to maintain all books, records, accounts, and reports pertinent to this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of such litigation, appeals, claims, or exceptions related thereto. The Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles.

The Contractor shall maintain all financial information, data, and records used to prepare and support the Contractor's Proposal and Best and Final Offer for this Contract and all records pertaining to the performance of the Work under this Contract, including portions of the Work performed under Change Orders and contracts and agreements with subcontractors for said period.

B5.12.02

The Contractor shall ensure each of its subcontractors, suppliers, and vendors maintains and retains for said period all records pertaining to the performance by the subcontractors of their portions of the Work under this Contract.

B5.13 Audit Access

B5.13.01

The County, the FTA, the Comptroller General of the United States, and their authorized representatives and designees shall have access to all records maintained and retained by the Contractor and its subcontractors pursuant to Section B5.12 of this Contract for the purposes of inspection, cost/price

analysis, Audits, or other reasonable purposes related to this Contract. The County, the FTA, the Comptroller General of the United States, and their authorized representatives and designees shall have access to all records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection, and copying.

B5.13.02

In addition to audits conducted after the date of initial acceptance of Contract Work, audits may be conducted before execution of Contract, such as cost/price analysis per Sections A2.08 and A6.07, during or after the Contract period for purposes of evaluating a claim by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits will be conducted by auditors selected and paid for by the County. Audits conducted under this Section B5.13 shall be in accordance with applicable standards such as Generally Accepted Auditing Standards (GAAS), and the County and FTA guidelines. The Contractor shall fully cooperate with the County or its auditor(s) during audits and inspections, and provide all requested documentation.

B5.13.03

If an audit is commenced more than sixty (60) days after the date of final acceptance of Contract Work, the County will give reasonable notice to the Contractor of the date on which the audit will begin.

SECTION B6 – PROGRESS AND COMPLETION

B6.01 Contract Time

B6.01.01

The Contractor shall promptly begin the Work under the Contract. All portions of the Contract shall be begun and prosecuted so that the buses shall be delivered and ready for full use as set forth in the Contractor's Proposal, Best and Final Offer (BAFO) or change order, as applicable.

B6.02 Delivery Schedule

B6.02.01

The delivery schedule stated by the Contractor as part of its Proposal or BAFO, as applicable, shall remain in effect unless modified in writing by the Contractor and approved by the County. Beginning sixty (60) days after Notice to Proceed and every month thereafter until all buses are Delivered, the Contractor will send to the County a current production and delivery schedule showing buses at major milestones during production, and deliveries per week. The schedule shall include subcontractor and supplier activities, if necessary, and shall reflect a detailed breakdown of Work activities that represents the Contractor's plan for completing and delivering the buses within the required Contract time. The schedule shall show the interdependence of planned Work activities and shall provide a logical sequence of the Work to be accomplished.

Failure of the Contractor to update and submit the production and delivery schedule on a monthly basis as required shall entitle the County to withhold ten percent (10%) of all payments owed to the Contractor until an accurate and updated schedule is submitted to the County.

Duration shall be in days, and weekends and holidays over the duration of the Contract should be accounted for. The critical path shall be shown on the production and delivery schedule.

Thirty (30) days shall be used for submittal review by the County unless otherwise specified.

B6.02.02 Changes in Delivery Schedule

If the Contractor foresees that delays will occur in delivering buses, it shall immediately notify the County of the delay in writing. The Contractor may, at that time or subsequently, submit a proposed, revised schedule of delivery for consideration by the County. If, in its sole judgment and discretion, the County

determines a new schedule to be justified by delays which were beyond the reasonable control of the Contractor and could not have been anticipated or avoided by the Contractor's efforts or precautions, it may issue a Change Order accepting the new schedule as of the date of the Change Order or such other extended date as may be set forth in the Change Order. Changes to the delivery schedule as a result of certain delays beyond the control of the Contractor will be made pursuant to Section B6.13.

B6.03 Damages for Delay / Liquidated Damages

B6.03.01

Buses shall be delivered according to the delivery schedule stated by the Contractor. The County and Contractor acknowledge that Contractor's failure to deliver any bus within the time specified in the Contract Documents, unless a written extension of time has been granted by the County, will result in damage to the County.

Because of the difficulty in computing the actual material loss and disadvantage to the County caused by delay, it is determined in advance and agreed by the parties hereto that the Contractor will pay the County the amount of \$200.00 per day of delay per bus delayed, limited to a maximum of five percent (5%) of the value of the buses on order, as damages representing a reasonable forecast of the actual damages which the County will suffer by the failure of the Contractor to deliver buses within the stipulated time.

The County further reserves the right to claim such damages as they occur during the Contract as charges against the Contract. If the Contractor refuses or fails to pay the charges within thirty (30) days of receipt of a written demand from the County which sets forth the basis for charge, the County may deduct costs associated with damages from any payments then due or to become due to the Contractor.

Nothing in this section will affect the County's right to terminate the Contract if delivery cannot be remedied to the County's satisfaction.

B6.04 Not Used

B6.05 Inspection of Completed Buses

B6.05.01

The County's Inspector shall have the authority to make the initial determination as to the quality or acceptability of Work under the requirements of the Contract Documents. The Inspector's determinations shall be subject to review by the County's Contract Administrator upon written objection by the Contractor.

B6.05.02

The Contractor shall conduct a complete and comprehensive visual inspection, mechanical inspection, and road test of the first production bus to check and verify the quality of workmanship and check for mechanical and other malfunctions in all systems throughout each bus. A written report of these checks and/or inspections shall be supplied to the County's Inspector. Thereafter, each complete bus shall be inspected by the Inspector at the Contractor's facility prior to Delivery. Prior to the start of this inspection, the Contractor shall supply a digital list of the serial numbers of all major components on the bus, including tires to the inspector. The serial numbers shall be verified during the inspection and any discrepancies shall be corrected by the contractor prior to any signatures for delivery. This inspection shall include but not be limited to a visual and mechanical inspection utilizing an appropriate checklist system developed by the County to verify the assembly of the bus consistent with the requirements of the Contract. This inspection shall also include a test drive with the inspectors operating the bus during this test drive.

The Contractor shall submit procedures for the final inspection checks to the Inspector for approval at least thirty (30) days prior to the inspection of the first production bus.

The Contractor will supply, and the County will approve, the list of serialized components prior to completion of the first production bus.

B6.05.03

The Inspector, upon successful completion of such inspection and test for each bus, will provide the Contractor with a signed notice of approval for delivery. The notice will identify each bus by VIN.

After notice of approval for delivery is given to the Contractor for each specific bus, the Contractor shall refrain from making any modifications, adjustments, or part installations/removals to the bus without prior approval of the County's Contract Administrator in writing. Failure of the Contractor to get this approval may result in rescinding the approval for delivery notice.

B6.05.04

Neither the inspection of the bus at the factory, the approval for delivery, nor any act of the Inspector will constitute acceptance of the bus by the County. Acceptance of buses shall be based only upon inspection and tests occurring after delivery of the completed bus to the County, as described herein and only after the County provides the Contractor with a written Notice of Acceptance.

B6.06 Shipment and Delivery of Buses

B6.06.01

Buses provided under this Contract shall be shipped at the Contractor's expense by a qualified and experienced common or contract carrier who is properly licensed and insured. The Contractor shall make all arrangements for shipment.

Upon Metro Inspection approval for delivery all production buses shall be shipped to 12119 East Marginal Way South, Tukwila, Wa 98168.

B6.06.02

All buses shall have a minimum of 300 driven miles (805 km) before delivery to the County. This mileage can be accumulated during the drive away trip. During the drive away trip, the speed and operation in route shall be controlled to conform to the recommendations of the system suppliers and tire supplier so as to prevent damage to any part of the bus.

At the time of Delivery, a written report shall be submitted to the County by the Contractor listing all incidents during the trip. In the event the delivery trip of any bus is interrupted, for any reason, the Contractor shall immediately notify the Contract Administrator, include in the report a description of the nature of the service or repair, and the cause and restoration, if any, required to continue the trip. Failure to submit this written report will result in the County not accepting delivery of the bus.

Each bus shall be tested on the Counties charge equipment and shall only be accepted upon completion of a successful charge session on each type of charger operated by the County.

The County is not obligated to provide transportation for delivery drivers in the Seattle-King County area.

B6.06.03

Buses shall be delivered fully charged and clean inside and out. For any bus not meeting this requirement, the Contractor will be assessed \$300.00. When buses are delivered, certificates or releases signed by representatives of the County shall simply acknowledge receipt of the buses, and shall not constitute acceptance by the County of the condition of the bus, or its conformance with the terms of the Contract. Acceptance by the County shall be understood to occur only subsequent to final inspection by responsible assigned employees of the County and only after the County provides the Contractor with a written Notice of Acceptance.

Receipt of the Manufacturer's Statement of Origin for a bus is a condition precedent to acknowledgment of receipt of that bus by the County.

B6.07 Risk of Loss by Casualty

B6.07.01

The County will assume the risk of loss by casualty to individual buses by casualty, commencing at the time and date of Delivery of the bus to the County's designated delivery point. The Contractor shall have full responsibility for all such risks of loss prior to receiving the delivery acknowledgment referenced in Section B6.06.03. The County shall assume risk for buses only after acceptance paperwork is signed and buses are fully under King County Metro control.

B6.08 Acceptance of Buses

B6.08.01

As buses are received, the County will perform such inspections and tests as deemed necessary by the County to determine if each bus conforms with all Contract requirements both as to configuration and performance parameters. This includes validation of the overhead charge capacity of each bus prior to acceptance. This validation shall be completed using King County Metro's overhead chargers at the time of the final test drive of each unit pending acceptance. Some inspection procedures may be performed on a sampling basis, and others may be performed only on buses which give indication of problem areas. Representatives of the Contractor may witness acceptance inspections and testing if so requested by the Contractor.

The County retains the right to complete as thorough an inspection as deemed necessary by the County to assure all language and requirements of the Contract have been satisfied. Representatives of the Contractor may witness acceptance inspections and testing if so requested by the Contractor. The Contractor's Field Representative shall coordinate and manage the Contractor's post-delivery inspection process and notify the County's Contract Administrator of scheduling and availability of buses ready for pre-acceptance inspection. The Contractor's Field Representative shall also coordinate all supplier, sub-supplier, and/or subcontractor completed post-delivery inspections and repairs generated during the County's pre-acceptance inspection process. It is a requirement of the County Contract that a representative of the HVAC manufacturers will complete a post-delivery inspection of their specific supplied components. These inspection steps shall be completed following the delivery to King County Metro and prior to the County's acceptance of any unit. Prior to acceptance all communication regarding this process shall be directed solely to the County Contract Administrator. If during the above outlined inspection process a Defect, issue, or concern is discovered specific to the bus or propulsion system and the vendor is needed for repairs or assistance, then the Contractor shall commission a vendor representative to be on site within three (3) days of a formal request made by the County.

B6.08.02

When acceptance tests and inspections for a given bus have been completed, the County will provide the Contractor with a notice, informing it that the County accepts or does not accept the bus. The notification will also detail deficiencies found, which may be major and a cause for non-acceptance or which may be minor and suitable for repair after the bus has been accepted. A principal criterion for acceptance is the suitability of the bus for revenue service, excepting items supplied by the County. The County may refuse to accept buses if it has not been furnished necessary operating and maintenance documentation or received initial stocking order of spare parts. All and any acceptances are subject to warranty, and any and all deficiencies discovered during acceptance testing or subsequent to testing shall be corrected as provided in the Contract Documents within a reasonable time period prescribed by the County after consultation with the Contractor.

Notification of acceptance or non-acceptance will be in writing and will be sent to the Contractor within seventeen (17) days of delivery of the bus. Buses will not be placed in revenue service until accepted by the County. Liquidated damages shall start for each bus which fails acceptance upon the 17th day.

B6.09 Suspension of Deliveries by the County

B6.09.01

The County may at any time direct the Contractor in writing to suspend shipment of buses if five (5) or more buses on the property of the County have failed to pass acceptance tests or have passed acceptance testing but have subsequently failed and are unfit or unsafe for service. Prior to giving such notice, the County shall advise the Contractor (and the County's Inspector) of the problem and give the Contractor a reasonable period of time as determined by the County to make the buses acceptable. Buses at the Contractor's plant will also be repaired or redesigned to solve the problem. The Contractor may, at its own option and risk, continue to ship buses to the King County area after receipt of a written suspension notice, but the County will not be obligated to receive, store, protect, inspect, or accept any bus shipped after receipt of notice to suspend.

The Contractor shall resume shipments within ten (10) days after receipt of written notice ending the suspension from the County. Suspension of shipments shall expire in thirty (30) days unless renewed by the County.

B6.10 Termination of Contract

B6.10.01

The following provisions shall govern termination of the Contract by the County.

B6.10.02 Termination for Convenience

The County may terminate this Contract for convenience and without cause, in whole or in part, at any time by written notice to the Contractor specifying the termination date. The Contractor shall immediately take all practical steps to minimize its costs to terminate the Work. The Contractor shall be paid its actual, necessary, and verifiable costs to effect termination directly related to this Contract including contract close-out costs, and a reasonable profit on work performed satisfactorily up to the date of termination. Only those costs specifically allowed by Federal Acquisition Regulations pertaining to termination for convenience may be claimed by the Contractor. The Contractor shall promptly submit to the County its termination claim supported by detailed documentation of each cost item claimed in a form satisfactory to the County. The County reserves the right to review all claims submitted and accept, reject, or require additional information. If the Contractor has any materials, equipment, or property in its possession belonging to or funded by the County, the Contractor will account for the same, and promptly return it to the County or otherwise dispose of it in the manner the County directs. The Contractor further agrees in the event of such termination to allow a complete audit of the Contractor's records, including costs, markups, and revenues for the Work by an auditor selected by the County.

B6.10.02.01 Non-Appropriation

If expected or actual funding for this Contract is withdrawn, reduced, or limited in any way prior to the payment for the last bus Accepted, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this subsection: (1) the County will be liable only for payment in accordance with the terms of this Contract for Work performed satisfactorily up to the date of termination and materials on order that cannot be canceled; and (2) the Contractor shall be released from any obligation to provide additional buses as are affected by the termination.

B6.10.03 Termination for Default

B6.10.03.01

If the Contractor does not deliver buses, equipment, and materials in accordance with the Contract delivery schedule, or, if the Contractor fails to perform services in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract for default if, thirty (30) days after the date of the County's written notice to the Contractor, the failure of the performance of the Contractor has not been completely cured or the Contractor has not made reasonable progress, as determined by the County, to cure the failure. Termination shall be effected by serving a notice of termination on the Contractor's representative or agent in the State of Washington or shall be deemed served three (3) days after mailing said notice by

registered mail to the Contractor's last known address. Such notice shall set forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract prices for buses, equipment, and materials Delivered and Accepted, or services satisfactorily performed in accordance with the manner of performance set forth in the Contract; and any other costs shall be borne by the Contractor. The Contractor shall assume and bear all termination and contract close-out costs, including those of subcontractors, suppliers, and Vendors.

In the event of a default termination, the County shall be entitled to withhold from any payments then due or to become due to the Contractor, reasonable amounts for damages suffered by the County as a result of the Contractor's default and to exercise any other rights or remedies available to the County at law.

B6.10.03.02

If it is later determined by the County that the Contractor was not in default, the County, after establishing a new delivery schedule, may, in its sole discretion, allow the Contractor to continue Work without increase in the Contract prices, or treat the termination as a termination for convenience.

The Contractor agrees to allow a complete audit of the Contractor's records, costs, markups, and revenue for the Work in the event the County deems such necessary to effect termination under this provision. Such audit would be performed by an auditor selected and paid for by the County.

In the event this termination for default is overturned for any reason, then the termination shall become a termination for convenience in accordance with Section B6.10.02, Termination for Convenience.

B6.10.03.03

Separate negotiations may be entered into, at the sole discretion of the County, after Contract termination concerning the disposition of materials, supplies, and equipment acquired by the Contractor for the requirements of the Contract. The termination of the Contract for default shall in no way relieve the Contractor from any of its covenants, undertakings, duties, and obligations under this Contract, nor limit the rights and remedies of the County hereunder in any manner whatsoever.

B6.10.04 Warranty

The Contractor shall not be relieved by the termination of the Contract of its warranty responsibility on those buses that have been accepted by the County.

B6.11 Claims

B6.11.01 Determination by the County's assigned Contract Administrator

Questions regarding the meaning and intent of the Contract or claims for cost or time impacts arising from this Contract shall be referred by the Contractor in writing to the County's Contract Administrator for decision within twenty (20) days of the date in which the Contractor knows of the question or claim. The Contract Administrator will 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) working day following receipt by the Contract Administrator of the question or claim or supporting documentation. If the Contractor believes that any act or omission by the County caused an increase to the cost of the Work or the time required for the Work, the Contractor shall submit a detailed description of the basis for the claim and complete supporting documentation for cost and time increases to the County within twenty (20) days of the initial notice of claim. Failure by the Contractor to both timely file and document a claim shall constitute a complete waiver of the Contractor's right thereafter to pursue that claim in any forum. 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 County.

B6.11.02 Appeals

In the event the Contractor disagrees with any determination or decision of the Contract Officer, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the General Manager. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The General Manager or

designee will review the appeal and will transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal, or the appeal will be deemed denied on the thirty-first (31st) day. The decision of the General Manager shall be final and conclusive on the claim and appeal. Failure of the Contractor to appeal the decision or determination of the Contract Officer within said 15-day period will constitute a waiver of the Contractor's right to thereafter assert any claim resulting from such determination or decision. Appeal to the General Manager shall be a condition precedent to litigation.

B6.11.03 Jurisdiction and Venue

All claims, counterclaims, disputes, and other matters in question between the County and the Contractor that are not resolved between the General Manager and the Contractor, or waived, will be decided in the King County Superior Court in Seattle, Washington, which shall have exclusive jurisdiction and venue over such claims, counterclaims, disputes, and other matters. This Contract shall be interpreted and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

B6.12 Changes in Governmental Regulations

B6.12.01

In the event local, state, or Federal laws or regulations that were not announced or enacted at the time of the Proposal or BAFO submittal, as applicable, become effective before Delivery of the buses and such laws or regulations make standards more stringent or compliance verifiably more costly under this Contract, the County shall reimburse the Contractor for its reasonable, necessary, and documented expenses, if any, and grant an extension of time for unavoidable delay, if any, caused by compliance with such laws or regulations; provided, that the Contractor notified the County in writing of such laws or regulations and their effect(s) on the bus pricing or delivery schedule promptly after the Contractor first became aware of the laws and regulations and prior to incurring any such expenses. The County's reimbursement obligation shall not extend to any performance otherwise required of the Contractor by the Contract Documents. Such reimbursement shall be paid on a "per bus" basis at such time and in such manner as the price of the bus is paid. To determine the amount of such reimbursement per bus the Contractor shall comply with provisions for "Changes" and "Change Orders" in Section B7.

In order to claim an extension, the Contractor shall follow the notice and documentation procedures described in Section B6.11.

The Contractor shall be deemed to have had notice of any Federal law or regulation announced or enacted at the time of Proposal or BAFO submittal, even though such law or regulation did not take effect or become operative until some date after the Proposal or BAFO submittal.

The Contractor shall not be held to any requirements of the Buy America Act as these vehicles are approved by the County to be built in the European Union.

B6.12.02

The Contractor shall, immediately upon becoming aware of any such imposition or change of requirement, provide the County with full and detailed particulars of the changes required in the buses and of costs involved therein, or shall be deemed to have waived any rights under this section. In the event any governmental requirements are removed, relaxed, or changed in any way after the date of Proposal or BAFO submittal so as to make the Contractor's performance less expensive, or less difficult, then the County shall have the option either to require the Contractor to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the buses affected for all savings in direct costs which may be realized by the Contractor by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Contractor. The County's Contract Administrator shall give the Contractor notice of the County's determination, and anticipated savings.

B6.13 Force Majeure

B6.13.01

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, acts of terrorism, shutdowns for purpose of emergency repairs, strikes, and any other industrial, civil, or public disturbances that are not reasonably within the control of a party, 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, to perform or comply with any obligation or condition of this Contract, then, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended for the time and to the extent reasonably necessary to allow for performance or compliance and to restore normal operations. During the continuance of the inability to perform or comply, such party shall be temporarily relieved of its obligation to perform or comply and shall suffer no prejudice for failure to perform or comply the same during such period. In the event 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 the termination for default.

B6.13.02

The granting of any such extensions pursuant to the force majeure provision set forth at Section B6.13.01 shall not be considered a waiver of the requirement of timely completion or deemed to affect the importance of timely completion.

SECTION B7 – MEASUREMENT AND PAYMENT

B7.01 Contractor's Invoices and Documentation for Title

B7.01.01

All invoices for buses and documentation necessary to secure title, i.e., Manufacturer's Statement of Origin (MSO), shall be furnished at least ten (10) days prior to Delivery of each bus. Billing address is given in Attachment 31.

B7.02 Payment Procedures

B7.02.01

Within thirty (30) days after receipt of an approved invoice, the County will pay the Contractor pursuant to its invoice as adjusted according to additions and deletions explained under "Retained Percentage" herein and to charges by the County under the Contract. Funds withheld and processed pursuant to these provisions shall not give rise to any rights in the Contractor for additional payments because funds were not received within thirty (30) days after Acceptance of each bus.

Amounts withheld from earlier payments that become releasable according to the Contract Documents will be paid within thirty (30) days after the date the amounts become releasable.

Joint Contractors shall designate one payee, to whom the County shall make all payments required by this Contract. Any payment made to the designated payee shall discharge the County's obligation to make payment to all parties constituting the Joint Contractor.

Progress Payments: Until such time as the vehicles are manufactured in the United States and meet Buy America, the County shall not consider Progress Payments.

B7.03 Change Orders

B7.03.01

The County may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract including, but not limited to, the following: (1) Specifications; (2) method of shipment; and (3) place of delivery, subject to the procedures defined in Section B7.04.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed by the order, the County shall make an equitable adjustment in the Contract Price, the delivery schedule, or both, and shall modify the Contract.

The Contractor must submit any proposal for adjustment under this Section B7.03.01 within thirty (30) days from the date of receipt of the written order. Failure to submit a proposal within the thirty-day period shall constitute a waiver of any right to an equitable adjustment in Contract Price or in delivery schedule. The proposal shall fully document in detail the basis for the adjustment and provide complete supporting documentation for any requested adjustment in the Contract Price or delivery schedule. If the County decides that the facts justify it, the County may receive and act upon a proposal for adjustment submitted before final payment under the Contract.

All proposals for adjustment are subject to cost/price analysis conducted by the County per Section B5.13.

If the Contractor's proposal for adjustment includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under Section B6.11. However, nothing in this Section B7.03.01 shall excuse the Contractor from proceeding with the Contract as changed.

B7.04 Change Order Procedure

B7.04.01

Within thirty (30) days after receipt of a Contract change by the County, the Contractor shall submit to the County a detailed price and schedule proposal for the Work to be performed or omitted. The price proposal shall consist of the elements of the estimated costs supported by cost or pricing data along with a certification that, to the best of the Contractor's knowledge and belief, the data are accurate, complete, and current at the time the Change Order proposal is submitted. The Contractor (and the manufacturer, if the two are not the same) shall provide detailed component, labor, and other cost data to King County Metro's Auditor for all Change Order items. The County shall at any time have the right to a price adjustment to exclude any sum by which the price was increased because the Contractor submitted data that were not accurate, complete, and current as certified. This proposal shall be accepted or modified by negotiations between the Contractor and the County. The agreed modification shall be described in detail and executed in writing by both parties. If an agreed modification cannot be reached by negotiation, then the County shall have the right to direct the Work be accomplished on a time and materials basis with a single markup only on the Contractor's actual direct costs of twenty percent (20%) to cover all profit, overhead, and any other indirect or consequential impacts, superintendence costs, and damages. The payment on any Change Order shall constitute full and final compensation for such change including all impact costs or other damages.

If Work is directed as described above, the time and materials basis shall consist of the following:

- (a) Craft labor costs: These are the labor costs determined by multiplying the actual additional number of craft hours needed to perform the change in the Work by the hourly costs. Craft hours should cover all direct labor. The hourly costs shall be based on the following:
 - (1) Basic wages and benefits: Hourly rates and benefits.
 - (2) Workers' insurance: Direct contributions for industrial insurance; medical aid; and supplemental pension.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.

- (4) Safety: Cost incurred due to Industrial Safety and Health Act; which shall be a reasonable percentage not to exceed two percent (2%) of the sum of the amounts calculated in (1), (2), and (3) above.

(b) Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed from actual known costs, supplier quotations, or standard industry pricing guides. Material costs shall consider all available discounts. Freight cost, express charges, or special delivery charges, shall be itemized.

B7.04.02

If an agreed modification cannot be reached by negotiation, the County shall have the right to immediately audit all of the Contractor's records and accounts to establish the actual direct costs of the Work and the Contractor shall fully cooperate to provide access to such records and accounts in whatever form they may exist, including computerized information. The audit will be performed by an auditor selected and paid for by the County. Failure to cooperate in such an audit shall constitute a material breach of this Contract.

B7.05 No Waiver of Warranty

B7.05.01

Payments, tests, inspections, or Acceptance by the County shall not constitute a waiver, modification, or exclusion of the warranties applicable to the buses for the periods specified or a waiver of the requirements of the Contract Documents.

B7.06 Contractor's Payment Obligations

B7.06.01

The Contractor shall pay any and all accounts for labor including, to the extent applicable, workers' compensation premiums, state unemployment, and Federal social security payments and all other wage and salary deductions required by law, for services and material used by the Contractor and its subcontractors during the fulfillment of the Contract as and when such accounts become due and payable.

B7.06.02

The Contractor shall indemnify, defend, and hold the County harmless from any liability or expense, including legal expenses (including attorneys' fees, expert fees, and costs) arising out of claims of subcontractors, materialmen, or others on accounts for labor, services, and material used by the Contractor during the fulfillment of the Contract.

B7.07 Charges to Contractor

B7.07.01

Charges which are the obligation of the Contractor under the terms of the Contract shall be paid by the Contractor to the County on demand and may be deducted by the County from any money due or to become due to the Contractor under the Contract, and may be recovered by the County from the Contractor or its surety.

B7.08 Certificates of Payment and Compliance

B7.08.01

Upon the completion of the Work for each order of buses, the Contractor shall submit an affidavit certifying that the Contractor is in compliance with all terms and conditions of the Contract and that all obligations to the State of Washington have been met. The affidavit shall be certified and signed by the Contractor's duly authorized official and shall contain the following items:

- (1) Certification that all payments due the Washington State Department of Labor and Industries and the Employment Security Department for portions of the Work, if any, performed in Washington State have been made;
- (2) Certification that all taxes due or to become due with respect to the Contract have been paid or duly provided for to the State of Washington Department of Revenue;

- (3) Certification that all applicable prevailing wage requirements of the Washington State Department of Labor and Industries have been met for portions of the Work, if any, performed in Washington State by the Contractor and any of its subcontractors;
- (4) Certification that no claims or notices of lien have been filed with respect to the Contract; and
- (5) Certification that the Contractor is in compliance with all terms and conditions of the Contract.

B7.09 Not Used

B7.10 Not Used

B7.11 Washington State Sales Tax

B7.11.01

At initiation of each order placed by the County, clarity of Washington State Sales Tax exemption shall be validated via a letter signed by the County and the builder acknowledging tax exempt status.

B7.12 Price Adjustments

B7.12.01

This indefinite delivery/indefinite quantity unit price contract is for the purchase of buses and optional equipment items as specified, and is effective for a five (5) year period from the date of execution of this contract. The quantities of buses and optional equipment items represent estimates only. All buses and optional equipment items to be furnished under the contract shall be ordered by issuance of a purchase order accompanied by a Bus Order Form (Form E6), and a Notice to Proceed. The ordering process will conform to the process outlined on Process Flow for Bus Orders (Form E7).

The County reserves the right to order buses plus optional equipment items over the five-year period commencing with the date of contract execution. The base unit prices of such buses and optional equipment items shall be set and remain firm at the base unit selling price(s) negotiated pursuant to this RFP for any purchase orders issued by the County within a period of one year of contract execution. The base unit prices of any buses and optional equipment items ordered by the County after the initial one-year firm/fixed price period has expired shall be subject to price adjustment in accordance with this section.

The base unit selling price and optional equipment items shall be adjusted in accordance with the percentage change of the index stated below as published by the U.S. Department of Labor/Bureau of Labor Statistics, and referred to hereinafter as the index:

Series ID:	WPU 1413 – Not Seasonally Adjusted
Group:	Transportation Equipment
Item:	Truck and Bus Bodies
Base Date:	198212

The percentage change in the index will be used to adjust the base bus unit selling price for future orders of buses and optional equipment items (for those orders placed after the initial one-year firm/fixed price period has expired). The base unit selling price(s) of the buses and optional equipment items shall be adjusted annually, and the adjustment shall be calculated using the final index for the anniversary month of the Contract execution date for each succeeding year of the contract. Adjusted unit selling prices shall remain firm for all units ordered in the ensuing twelve (12) months. The adjusted unit selling price may go up or down depending on the fluctuations of the index. However, in no event shall any adjusted unit selling price increase exceed three and one half percent (3.5%) of the previous year's base unit selling price. Should an adjustment above this 3.5% be needed, the Contractor shall provide documentation providing justifications and the agency will negotiate in good faith on the additional costs.

An example of a price adjustment utilizing the index and the methodology described herein is provided below.

B7.12.02

The Annual Adjustment Month index will be divided by the Base Order Month index. The result (calculated to the nearest hundredth of a percent) will be multiplied by the base unit selling price, and the product will be the percentage change in dollars. The sum of the base unit selling price and the percentage change in dollars will yield the adjusted unit selling price for the ensuing 12-month period.

Sample calculation using the index--

PPI Annual Adjustment Month Index	May 2008	210.0
<i>Divided by:</i>		
PPI Base Order Month Index	May 2007	205.2
<i>Equals:</i>		
Percentage Change in PPI Factor WPU 1413		+2.34%
Base Unit Selling Price	\$719,000	
Percentage Change in PPI Factor	2.34%	
Percentage Change in Dollars	<u>\$16,819</u>	
Adjusted Unit Selling Price (PPI)	\$735,819	

Base Order Month – the month and year in which the Contract is executioned.

Annual Adjustment Month – the anniversary month of the Contract execution month in which the County calculates the annual unit price adjustment.

B7.12.03

Calculations shall use the latest version of the PPI data published as of the date of the execution. Because the preliminary index for a given month is not available until the following month, and the final index for a month is not available until four months later, an additional calculation for an order group will be made when the final index for the execution month is published. If Contractor invoicing occurs before the final index is available, the Contractor may send a supplemental invoice, or refund excess funds, depending on the results of the final calculation. In the event that the index specified above is discontinued or unavailable for a period of time, a replacement index shall be selected by mutual agreement.

Change Orders – Any change order items adding or deleting equipment or components or otherwise modifying the structure of the bus that are to be included in any succeeding bus order shall be priced in accordance with Section B7.03 - Change Orders and Section B7.04 Change Order Procedures.

Contract change orders shall be subject to the same method of price adjustment in the years following the initial year the change order is first executed. The "Annual Adjustment Month" for change orders will be the same as for the rest of the Contract.

Each Bus Order Form issued by the County will list the number of buses required, the optional equipment items required for each bus and the previously executed change order items applicable to each bus order.

B7.13 Acceptance of Contract Work**B7.13.01**

the County shall provide written notice of Acceptance of the buses required to be manufactured and delivered pursuant to an order of buses under this Contract. Such notice of Acceptance shall not revise or extinguish any obligations and liabilities of the Contractor related to warranties, spare parts, and other post-delivery provisions of this Contract. All such obligations and liabilities shall continue as provided in this Contract and by law.

SECTION B8 – QUALITY ASSURANCE

B8.01 Overall Program

B8.01.01

The provisions of this section describe, in general terms, the elements deemed necessary by the County to ensure that each bus shall be built in conformance with the Contract Documents. The County's Contract Officer and Contract Administrator must be satisfied that an adequate quality assurance program exists and is functioning.

The Contractor shall have a functioning overall transit bus quality assurance program containing elements including:

1. Fully complete, "producible" and "inspectable" engineering documentation, including design drawings;
2. Written and detailed in-house materials procurement and testing specifications;
3. Written and detailed procedures for transmission of the Contractor's quality requirements and minimum standards to subcontractors and suppliers and contractual and other means to assure subcontractor compliance with these quality requirements;
4. Adequate and detailed testing and inspection procedures to assure product conformity with engineering design requirements; and
5. Total control over the manufacturing process to assure buses meet the design, Contract, Specifications and inspection requirements of the Contract.

B8.02 Quality Assurance Documentation

B8.02.01 Design and Production

Adequate documentation shall be maintained by the Contractor to provide evidence of quality and accountability. These records shall include the methods used to determine and the results of the following activities:

1. Production inspections by station or specific location;
2. Incoming material inspections and sampling methods used;
3. Tests on materials, manufacturing techniques, and critical tools;
4. Certification of manufacturing processes and specialized personnel skills; and
5. Complete tracking on discrepant materials (including disposition).

The Contractor shall provide documentation to the County when requested.

B8.02.02 General Quality Program

The Contractor shall have complete written procedures defining the quality assurance system. These procedures shall be specific to bus design and manufacturing. The procedures shall encompass all design and production phases including, but not limited to: control of suppliers; receiving inspection; production and process control; functional test; discrepancy control; measuring and test equipment calibration and certification; drawing control; quality assurance records; shipping inspection; and any other quality provisions necessary to meet the requirements of the Contract.

Management responsibility and staff assignments for the quality assurance system shall be shown on an organizational chart that shall be provided to the County. The Contractor shall ensure that staff assigned to quality assurance tasks are technically competent, experienced with the role, and delegated sufficient authority to effect necessary changes in the manufacturing process. The responsibility for the quality

assurance system shall be so placed that schedules and costs will not compromise quality. If the Contractor does not provide an adequately skilled person of contact to assist the County in its inspection program, then the County can request a replacement with staff that are qualified to properly assist the County in its on-site inspection program. The Contractor will make every effort to keep the same quality assurance contact through the full Contract.

The Contractor shall provide copies of the quality assurance program and organizational charts to the County when requested, and shall include all phases of the build.

If the need should arise for County inspectors to return to a worksite after hours at the behest of the Contractor, then this shall be a voluntary sub-assignment which shall be paid for by the Contractor including any and all travel time associated with it. In all cases, scheduling shall be the responsibility of the Contractor. Missing parts and other priorities shall not compromise the production schedule to the extent practicable.

B8.02.03

The County's Inspector shall be afforded full access to all fabrication, manufacturing, and assembly areas, and all research and development facilities related to the Work, whether located at the Contractor's facilities or at its subcontractors' or suppliers' facilities. The Contractor shall provide the Inspector with any information, test results, or analysis requested in connection with inspection of the Work and administration of the Contract regardless of location of work completed by the contractor or subcontractor(s).

B8.02.04

At no time will the County's inspectors be exposed to any hazardous materials, fumes, or dangerous situations without proper documentation (MSDS sheets) or safety training if required for a particular situation. It will be at the sole discretion of the County to have the inspectors stay at the worksite if a hazardous, hostile, or dangerous situation arises and is not handled properly by the builder.

B8.03 External Materials

B8.03.01 Control of Subcontractors

The Contractor shall have in-place methods to be used for the selection and control of subcontractors. These methods shall identify the means for:

1. Selection of qualified materials and/or component sources;
2. Evaluation and assessment of each subcontractor's quality assurance system;
3. Transmission of all design and quality requirements to procurement sources;
4. Monitoring of subcontractor quality performance; and
5. Verification of procured articles against purchase order and quality requirements.

B8.03.02 Receiving Inspection

The Contractor's receiving inspection shall provide for the inspection of all incoming materials. Inspection shall be by a valid statistical sampling plan or one hundred percent (100%) inspection. These plans and results of the plans shall be recorded as required by Section B8.02.01. The Contractor shall preserve all material certifications and test reports used as the basis for receiving and acceptance of materials. The Contractor shall implement a material identification system to ensure that wrong materials are not used in the manufacture of the buses.

B8.04 Enforced Procedures

B8.04.01

The Contractor's quality assurance system shall provide enforcement procedures for the proper inspection of products to assure completion of manufacturing prior to shipment. All shipments shall be packed and marked as required to preclude damage during shipment to destination.

B8.05 Inspection and Testing

B8.05.01

The Contractor shall be responsible for ensuring that the buses as built, fully comply with the Contract requirements. The Contractor shall be responsible for inspecting and testing of the component parts of the Work, including its suppliers', sub-suppliers', and subcontractors' Work. The Contractor shall provide all inspection and testing required to ensure the completed bus meets all of the requirements of the Contract Documents. The Contractor shall provide inspection and testing reports in the format and at the times requested by the County's Inspector.

The Inspector shall be entitled to be present at all locations where Contractor or its subcontractors are engaged in the performance of the Work, at any and all times, to review and inspect all aspects of the performance of the Work and to perform or witness tests.

No rework shall be performed by the Contractor at any location or step in the manufacturing, delivery, or acceptance process without first notifying the County's Inspector. The Inspector must be notified of rework in advance that will allow time to determine if the rework must be overseen or inspected after completion. This decision will be at the sole discretion of the County. The County's Inspector shall be notified by phone during normal business hours and by email after hours. Normal business hours shall be considered 7am-3pm at location of the affected bus(s).

Inspection or non-inspection, or witnessing or non-witnessing, by the Inspector shall not be construed as Acceptance of any part of the Work or an assumption of risks or liability by the County nor as relieving Contractor of its responsibilities for compliance with the Contract.

In connection with the specific inspections or tests required by the Inspector pursuant to this Contract, any labor or materials necessary for the safe and efficient performance of such inspections or tests shall be provided at no additional cost to the County.

All coaches will be fully assembled and all work completed prior to being presented to the Inspector for final inspection. Final inspection shall be in a designated area which allows for inspections of all areas of the coach (e.g., underbody, roof, and function). The Inspector will be allowed to road test and fully function test all coaches during final inspection and prior to shipment to the County. Any deviations from this standard must be approved by the County before production starts.

B8.05.02

Work rejected by the Inspector shall be corrected by the Contractor at the Contractor's expense subject to claims by the Contractor in accordance with Section B6.11. The Contractor shall proceed with the correction to ensure completion of the Work in accordance with the delivery schedule.

If the Inspector requests to witness certain inspections or tests, Contractor shall advise Inspector of said inspection or test sufficiently in advance (but in any event no later than three (3) Working Days prior to the date thereof) to enable the Inspector to attend.

B8.05.03

In cases where compliance with Contract requirements for materials to be incorporated in the Work requires laboratory examination or special testing, the Contractor shall provide a written report to the Inspector on the results of such examination or testing if requested. Such test analysis and examinations shall be made before the time at which it is desired to incorporate the material into the Work.

In cases where compliance of materials or equipment to requirements in the Contract Documents are not determinable through inspection and tests, the Contractor shall, at the direction of the Inspector provide properly authenticated documents, certificates, or other satisfactory proof of compliance. Such documents, certifications, and evidence shall include performance characteristics, materials of construction, and the physical and chemical characteristics of materials. All costs associated with such certification shall be paid by the Contractor.

B8.05.04

Materials and equipment incorporated in the bus shall be stored in accordance with the supplier's or manufacturer's recommendation, so as to ensure the preservation of their quality and fitness for the Work. Stored equipment and materials shall be located so as to facilitate inspection by the County's Inspector. The Contractor shall be responsible for damages that occur in connection with the care and protection of stored materials and equipment. Manufactured articles, material, and equipment shall be transported, stored, applied, installed, connected, erected, adjusted, tested, operated, and maintained as recommended by the supplier or manufacturer, unless the Contractor determines that alternate procedures are required to improve the quality, reliability, or appearance of the bus.

B8.05.05

If an issue continues to be unresolved by the Contractor in relation to an issue brought up the Inspector, the County will write a "speed letter" requiring an answer from the Contractor within seven (7) days of receipt. The response from the Contractor will be returned to the Inspector and the Contract Administrator.

B8.05.06

If the Contractor fails to follow notification requirements or fails to make a documented good faith effort to follow requirements, then the County shall be entitled to collect liquidated damages of \$200.00 per occurrence, per bus, for each bus affected after a third occurrence. The \$200.00 per bus late delivery damages charge may be waived by agreement between the Contractor and the County in those cases where an alternative source is available and the Contractor purchases and arranges shipment on behalf of the County.

Upon the first instance of major rework taking place where the Inspector is not notified prior to rework, a written warning/reminder shall be sent to the Contractor.

Upon the second instance, approval for delivery and acceptance activities shall immediately stop until such time as the Contractor can assure the County the issue is resolved and will not take place again.

Upon the third instance, a penalty of liquidated damages (per bus) shall take effect for all subsequent instances of major rework taking place without prior notification to the Inspector.

Deliverables and Approvals List

Contractor Representative

Error! Reference source not found.

Initial Parts Order

Error! Reference source not found.Out Of State Contractor

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Training

The Contractor shall provide the following training to King County staff. All training provided to King County maintenance staff shall be delivered and instructed by trainer(s) certified by the manufacturer of the bus. All training shall be considered as certification level training for King County maintenance staff. The training shall be conducted at King County locations and will be scheduled at a time mutually agreeable with the Contractor and King County and not later than forty-five (45) days after training has been requested.

- A. Training sessions for ten (10) King County staff members will cover the theory of operation, preventive maintenance procedures, and troubleshooting of the bus. Trainees shall each be provided one (1) printed manual during the training documenting all maintenance and troubleshooting procedures. The training manuals shall also include complete electrical schematics and parts diagrams listing all parts of the electric engine cooling fan system.
- B. Onsite training sessions covering the complete installation process for the electric engine cooling fan system shall be provided. This hands-on training shall be provided at the King County Transit bus maintenance facility performing the retrofit (Atlantic Base). Class size will be limited to four (4) people per session to ensure hands-on participation.

FORM EA2.10 CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person or organization for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure of Lobbying Activities," to the Contract Officer.

(3) The undersigned shall require that the language of this certification be included in the execution documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

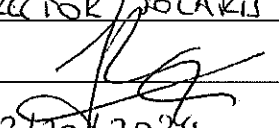
The Contractor, Solaris Bus US Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Contractor
Solaris Bus US Inc

Name of Contractor's
Authorized Official: JAVIER IRIARTE IBÁÑEZ

Title: DIRECTOR SOLARIS BUS US, INC

Authorized

Signature: 

Date: 12/20/2024

King County Metro

By: 

General Manager, Metro Transit Department

Date: 12/20/2024

ATTACHMENT 27:
OUT OF STATE VEHICLE CONTRACT BIDDERS

WA State information for Out-of-State bidders can be found here:

http://dor.wa.gov/content/doingbusiness/BusinessTypes/doingBus_OutOfStBus.aspx

ATTACHMENT 29:

VEHICLE DEALER LICENSING



STATE OF WASHINGTON DEPARTMENT OF LICENSING

A vehicle dealer license is required if you engage in the business of buying, selling, listing, exchanging, offering, brokering, leasing with an option to purchase, auctioning, soliciting, or advertising the sale of new or used vehicles, or arranging or offering or attempting to solicit or negotiate on behalf of others, a sale, purchase, or exchange of an interest in new or used motor vehicles, or if you distribute or transfer for resale vehicles, or if you are in any other way engaged in dealer activity, irrespective of whether you own the motor vehicles. RCW 46.70.011(17); RCW 46.70.021.

A vehicle dealer license is required if you display a vehicle for sale, unless you are the registered owner or legal owner of the vehicle, or hold a notarized power of attorney for the vehicle owner. RCW 46.70.021.

Buying and offering for sale, or buying and selling five or more vehicles in a twelve-month period without holding a vehicle dealer license, or in any other way engaging in dealer activity without holding a vehicle dealer license, constitutes a gross misdemeanor which can result in a criminal fine of up to five thousand dollars for each violation and up to three hundred sixty-four days in jail. A second offense is a class C felony punishable under chapter 9A.20 RCW. RCW 46.70.021.

Violation of RCW 46.70.021 is a per se violation of the Consumer Protection Act, chapter 19.86 RCW and is considered a deceptive practice.

VEHICLE MANUFACTURERS

Vehicle manufacturers build or assemble new and unused vehicles.

LICENSE FEES:

\$975.00 for the original license.
\$325.00 for annual renewal.

PLATES:

\$43.00 per year.

These plates may be used:

To move a vehicle to or from the place of business of a Washington Dealer.
To test a vehicle for repair (if there is a preexisting, identifiable problem known to the manufacturer before the testing is begun).

CONTACT

Write: Department of Licensing, Dealer Services, PO Box 9039, Olympia, WA 98507-9039

Phone: 360-664-6466

Fax: 360-586-0479

Office Hours 8 a.m. to 5 p.m. (Pacific Standard Time), Monday through Friday

Web: <http://www.dol.wa.gov/forms/430038.pdf>

ATTACHMENT 30:

A INSPECTION Examples

6,000 MILES

40' LF
6,000 MILES

Consumables:

Propulsion Oil _____ qts Trans Fluid _____ qts Coolant _____ qts

AIR & BRAKE

- ☐ Verify Hill Holder Operation
- ☐ Test Parking Brake
- ☐ Check Air Dryer
- ☐ Drain Wet Tank and Ensure the Brake Reservoirs Hold Pressure
- ☐ Drain All Air Tanks (Including Ping Tank)
- ☐ Check Air Pressure Supply Time (85-100 psi in Less than 30 Seconds at Full Throttle)
- ☐ Measure and Record Governor Cut out Pressure _____ psi
- ☐ Check for Air Leaks
- ☐ Check Brakes
- ☐ Check Slack Adjuster Angle and Alignment
- ☐ Measure and Record Push Rod Travel: RF _____ LF _____ RR _____ LR _____

WHEELCHAIR RAMP

- ☐ Clean Ramp
- ☐ Check Ramp Operation
- ☐ Check for Leaks and Fluid Level

PROPULSION

- ☐ Change Propulsion Oil and Filter
- ☐ Check Belts and Idler Pulley
- ☐ Check Cooling System (Hoses, Clamps, Rad., etc.)
- ☐ Check Exhaust System (Leaks, Hardware, etc.)
- ☐ Drain the Water from the Fuel Filter

EXTERIOR

- ☐ Check Lights (Head, Marker, Tail, Turn, Back-up, Brake, Boarding, Destination Signs, etc.)
- ☐ Check Tires, Wheels and Lug Nuts
- ☐ Visual Check for Body Damage

FIRE SUPPRESSION & ALARM SYSTEMS

- ☐ Check Circuit Monitor for Green Status Light
- ☐ Check Activation Switch for Secure Mounting, Safety Ties, Pull-pins and Obstructions
- ☐ Check Agent Cylinder for Secure Mounting and Proper Pressure
- ☐ Check All Sensors, Hoses, Wiring and Nozzles for Secure Mounting, Damage and Obstructions
- ☐ Check that Operating Labels are Clean, Legible and Unobstructed

GENERAL

- ☐ Check for Excessive Fluid Leaks
- ☐ Lube all Fittings
- ☐ Correct all Fluid Levels
- ☐ Check Batteries (Corrosion, Chafing, Cleanliness, Lube Tracks)

- ☐ Check Battery Cables for Corrosion and Chaffing
- ☐ Check for Rubbing Hoses and Lines
- ☐ Inspect Undercarriage (Broken, Worn, Loose Parts)
- ☐ Inspect Bike Rack for Damage and Operation
- ☐ Test Wipers-Washers (Service Washers)
- ☐ Check Doors (Alignment, Seals, Hinges, Sensitive Edge, Interlock, etc.)

HEATING & AIR CONDITIONING

- ☐ Check Refrigerant lines for Signs of Deterioration, Leaks or Chafing
- ☐ Check Drivers Heater/Defroster Fans Operation
- ☐ Check the Evaporator/Condenser Fans Operation
- ☐ Adjust clutch air gap (tighten 3 adjustment screws and back out each 1-1/2 turn)
- ☐ Check Heater and Defroster Filter (Replace if Necessary)
- ☐ Check the Evaporator Filter (Replace if Necessary)

INTERIOR

- ☐ Check Alarms, Lights, Gauges (Gen, Oil, Low Air, Back-up, Propulsion Fire, etc.)
- ☐ Check Reflectors and Wheel Blocks
- ☐ Check Lights (Dome, Map, Farebox, Entry Way, etc.)
- ☐ Check Driver's Seat Operation, (Pneumatic, Mechanical and Cushion)
- ☐ Check Fire Extinguisher Mount, Pressure and Date.
- ☐ Replace Fire Extinguisher if Over 11 Months Old (Use Code 35-SJ-S05)
- ☐ Test Horn
- ☐ Check Roof Escape Hatch
- ☐ Check Stop Request (Operation, Chime, Cord, etc.)
- ☐ Check Interior for Loose or Broken Parts
- ☐ Check PA System, Including ALL Speakers

STEERING & SUSPENSION

- ☐ Inspect Steering System for Damaged or Loose Parts
- ☐ Check Air Bags for Excessive Wear, Leaks or Damage
- ☐ Check Shocks for Leaks, Damage or Worn Bushings
- ☐ Check for Loose or Damaged Suspension, Mounting Bolts or Parts

Electronic drive motor & AXLE

- ☐ Check Electronic drive motor Fluid Level
- ☐ Check Propeller Shaft and U-Joints

B INSPECTION

12,000 Miles

40' LF
12,000 Miles

Consumables:

Propulsion Oil _____ qts Trans Fluid _____ qts Coolant _____ qts

AIR & BRAKE

- ☐ Verify Hill Holder Operation
- ☐ Test Parking Brake
- ☐ Check Air Dryer
- ☐ Drain Wet Tank and Ensure the Brake Reservoirs Hold Pressure
- ☐ Drain All Air Tanks (Including Ping Tank)
- ☐ Check Air Pressure Supply Time (85-100 psi in Less than 30 Seconds at Full Throttle)
- ☐ Measure and Record Governor Cut out Pressure _____ psi
- ☐ Check for Air Leaks
- ☐ Check Brakes
- ☐ Check Slack Adjuster Angle and Alignment
- ☐ Measure and Record Push Rod Travel: RF _____ LF _____ RR _____ LR _____
- ☐ Lube Slack Adjusters and S-Cams

WHEELCHAIR RAMP

- ☐ Clean Ramp
- ☐ Check Ramp Operation
- ☐ Check for Leaks and Fluid Level

PROPULSION

- ☐ Change Propulsion Oil and Filter
- ☐ Take Oil Sample Before Changing Oil
- ☐ Check Belts and Idler Pulley
- ☐ Check Cooling System (Hoses, Clamps, Rad., etc.)
- ☐ Check Exhaust System (Leaks, Hardware, etc.)
- ☐ Change the Fuel Filter
- ☐ Check Coolant Condition (Freeze Point, PH, etc.)
- ☐ Test Nalcool Concentration and Add if Necessary
- ☐ Check Propulsion Mounts for Cracks, Damage & Proper Bolt Tightness
- ☐ Check Propulsion Air Filter (if Air Filter is Replaced Use Code 35-SJ-S03)

EXTERIOR

- ☐ Check Lights (Head, Marker, Tail, Turn, Back-up, Brake, Boarding, Destination Signs, etc.)
- ☐ Check Tires, Wheels and Lug Nuts
- ☐ Visual Check for Body Damage
- ☐ Check Headlight Alignment
- ☐ Check Tail Lights for Cloudiness and Moisture
- ☐ Check Destination Signs, Operation and Legibility

FIRE SUPPRESSION & ALARM SYSTEMS

- ☐ Check Circuit Monitor for Green Status Light
- ☐ Check Activation Switch for Secure Mounting, Safety Ties, Pull-pins and Obstructions
- ☐ Check Agent Cylinder for Secure Mounting and Proper Pressure
- ☐ Check all Sensors, Hoses, Wiring and Nozzles for Secure Mounting, Damage and Obstructions
- ☐ Check that Operating Labels are Clean, Legible and Unobstructed

GENERAL

- ☐ Check for Excessive Fluid Leaks
- ☐ Lube all Fittings
- ☐ Correct all Fluid Levels
- ☐ Check Batteries (Corrosion, Chafing, Cleanliness, Lube Tracks)
- ☐ Check Battery Cables for Corrosion and Chaffing
- ☐ Check for Rubbing Hoses and Lines
- ☐ Inspect Undercarriage (Broken, Worn, Loose Parts)
- ☐ Inspect Bike Rack for Damage and Operation
- ☐ Test Wipers-Washers (Service Washers)
- ☐ Check Doors (Alignment, Seal, Hinges, Sensitive Edge, Interlock, etc.)
- ☐ Lube Spherical Bearings with Light Oil (LPS ok)
- ☐ Measure and Record Charge Rate _____ Volts

HEATING & AIR CONDITIONING

- ☐ Check Refrigerant lines for Signs of Deterioration, Leaks or Chafing
- ☐ Check Drivers Heater/Defroster Fans Operation
- ☐ Check the Evaporator/Condenser Fans Operation
- ☐ Adjust clutch air gap (tighten 3 adjustment screws and back out each 1-1/2 turn)
- ☐ Check Heater and Defroster Filter (Replace if Necessary)
- ☐ Check the Evaporator Filter (Replace if Necessary)
- ☐ Lube Compressor Clutch with 2-3 pumps of Exxon Unirex N2 Grease
- ☐ Check Boost Pump for Leaks and Operation

INTERIOR

- ☐ Check Alarms, Lights, Gauges (Gen, Oil, Low Air, Back-up, Propulsion Fire, etc.)
- ☐ Check Reflectors and Wheel Blocks
- ☐ Check Lights (Dome, Map, Farebox, Entry Way, etc.)
- ☐ Check Driver's Seat Operation, (Pneumatic, Mechanical and Cushion)
- ☐ Check Fire Extinguisher Mount, Pressure and Date.
- ☐ Replace Fire Extinguisher if Over 11 Months Old (Use Code 35-SJ-S05)
- ☐ Test Horn
- ☐ Check Roof Escape Hatch
- ☐ Check Stop Request (Operation, Chime, Cord, etc.)
- ☐ Check Interior for Loose or Broken Parts
- ☐ Check PA System, Including ALL Speakers
- ☐ Inspect Wheelchair Securing System (Belts, Retractors, Personal Seat Belt)
- ☐ Check Treadle Peddles (Pads, Free Movement, Obstructions)

STEERING & SUSPENSION

- ☐ Inspect Steering System for Damaged or Loose Parts
- ☐ Check Air Bags for Excessive Wear, Leaks or Damage
- ☐ Check Shocks for Leaks, Damage or Bad Bushings
- ☐ Check for Loose or Damaged Suspension, Mounting Bolts or Parts
- ☐ Check Brace Rods
- ☐ Check Kneeling (Operation and Leaks)

Electronic drive motor & AXLE

- ☐ Check Electronic drive motor Fluid Level
- ☐ Take Electronic drive motor Oil Sample
- ☐ Check Propeller Shaft and U-Joints
- ☐ Check Differential Fluid Level
- ☐ Clean Breather

C INSPECTION

24,000 Miles

40' LF
24,000 Miles

Consumables:

Propulsion Oil _____ qts. Trans Fluid _____ qts. Coolant _____ qts.

AIR & BRAKE

- ☐ Verify Hill Holder Operation
- ☐ Test Parking Brake
- ☐ Check Air Dryer
- ☐ Drain Wet Tank and Ensure the Brake Reservoirs Hold Pressure
- ☐ Drain All Air Tanks (Including Ping Tank)
- ☐ Check Air Pressure Supply Time (85-100 psi in Less than 30 Seconds at Full Throttle)
- ☐ Measure and Record Governor Cut out Pressure _____ psi
- ☐ Check for Air Leaks
- ☐ Check Brakes
- ☐ Check Slack Adjuster Angle and Alignment
- ☐ Measure and Record Push Rod Travel, RF _____ LF _____ RR _____ LR _____
- ☐ Measure and Record Hill Holder Pressure, _____ psi

WHEELCHAIR RAMP

- ☐ Clean Ramp
- ☐ Check Ramp Operation
- ☐ Check for Leaks and Fluid Level

PROPULSION

- ☐ Change Propulsion Oil and Filter
- ☐ Take Oil Sample Before Changing Oil
- ☐ Check Belts and Idler Pulley
- ☐ Check Cooling System (Hoses, Clamps, Rad., etc.)
- ☐ Check Exhaust System (Leaks, Hardware, etc.)
- ☐ Check Coolant Condition (Freeze Point, PH, etc.)
- ☐ Test Nalcool Concentration and Add if Necessary
- ☐ Change Water Filter
- ☐ Check Propulsion Mounts for Cracks, Damage & Proper Bolt Tightness
- ☐ Check Propulsion Air Filter (if Air Filter is Replaced Use Code 35-SJ-S03)
- ☐ Check Condition of Air Filter Restriction Indicator
- ☐ Change Fuel Filter

EXTERIOR

- ☐ Check Lights (Head, Marker, Tail, Turn, Back-up, Brake, Boarding, Destination Signs, etc.)
- ☐ Check Tires, Wheels and Lug Nuts
- ☐ Visual Check for Body Damage
- ☐ Check Headlight Alignment
- ☐ Check Tail Lights for Cloudiness and Moisture
- ☐ Check Destination Signs, Operation and Legibility
- ☐ Torque Lug Nuts (425 +/- 15 psi)

FIRE SUPPRESSION & ALARM SYSTEMS

- ☐ Check Circuit Monitor for Green Status Light
- ☐ Check Activation Switch for Secure Mounting, Safety Ties, Pull-pins and Obstructions
- ☐ Check Agent Cylinder for Secure Mounting and Proper Pressure

- ☐ Check all Sensors, Hoses, Wiring and Nozzles for Secure Mounting, Damage and Obstructions
- ☐ Check that Operating Labels are Clean, Legible and Unobstructed

GENERAL

- ☐ Check for Excessive Fluid Leaks
- ☐ Lube all Fittings
- ☐ Correct all Fluid Levels
- ☐ Check Batteries (Corrosion, Chafing, Cleanliness, Lube Tracks)
- ☐ Check Battery Cables for Corrosion and Chaffing
- ☐ Check for Rubbing Hoses and Lines
- ☐ Inspect Undercarriage (Broken, Worn, Loose Parts)
- ☐ Inspect Bike Rack for Damage and Operation
- ☐ Test Wipers-Washers (Service Washers)
- ☐ Check Doors (Alignment, Seal, Hinges , Sensitive Edge, Interlock , etc.)
- ☐ Lube Spherical Bearings with Light Oil (LPS ok)
- ☐ Measure and Record Charge Rate _____Volts

HEATING & AIR CONDITIONING

- ☐ Check Refrigerant lines for Signs of Deterioration, Leaks or Chafing
- ☐ Check Drivers Heater/Defroster Fans Operation
- ☐ Check the Evaporator/Condenser Fans Operation
- ☐ Adjust clutch air gap (tighten 3 adjustment screws and back out each 1-1/2 turn)
- ☐ Check Heater and Defroster Filter (Replace if Necessary)
- ☐ Check the Evaporator Filter (Replace if Necessary)
- ☐ Lube Compressor Clutch with 2-3 pumps of Exxon Unirex N2 Grease
- ☐ Check Boost Pump for Leaks and Operation

INTERIOR

- ☐ Check Alarms, Lights, Gauges (Gen, Oil, Low Air, Back-up, Propulsion Fire, etc.)
- ☐ Check Reflectors and Wheel Blocks
- ☐ Check Lights (Dome, Map, Farebox, Entry Way, etc.)
- ☐ Check Driver's Seat Operation, (Pneumatic, Mechanical and Cushion)
- ☐ Check Fire Extinguisher Mount, Pressure and Date.
- ☐ Replace Fire Extinguisher if Over 11 Months Old (Use Code 35-SJ-S05)
- ☐ Test Horn
- ☐ Check Roof Escape Hatch
- ☐ Check Stop Request (Operation, Chime, Cord, etc.)
- ☐ Check Interior for Loose or Broken Parts
- ☐ Check PA System, Including ALL Speakers
- ☐ Inspect Wheelchair Securing System (Belts, Retractors, Personal Seat Belt)
- ☐ Check Treadle Peddles (Pads, Free Movement, Obstructions)
- ☐ Check and Lube Emergency Exit Windows
- ☐ Check Drivers Window and Felts

STEERING AND SUSPENSION

- ☐ Inspect Steering System for Damaged, or Loose Parts
- ☐ Check Air Bags for Excessive Wear, Leaks or Damage
- ☐ Check Shocks for Leaks, Damage or Worn Bushings
- ☐ Check for Loose or Damaged Suspension, Mounting Bolts or Parts
- ☐ Check Brace Rods
- ☐ Check Kneeling Operation
- ☐ Check Angle Drive Fluid Level
- ☐ Check Brace Rod Bushings and Mounting Bolts for Proper Torque
- ☐ Check Air Suspension Height and Adjust as Necessary
- ☐ Check Steering Wheel Free Play
- ☐ Change Hydraulic Filter

ATTACHMENT 31: KING COUNTY METRO TRANSIT ADDRESSES RELATED TO BUS CONTRACTS

Invoicing for buses	
Invoice To:	King County Metro Transit
Address:	Transit Fleet Procurement and Contract Management MS: KSC-TR-0342 201 S. Jackson St. Seattle, WA 98104-3856
Contact:	William Haber Superintendent, Transit Fleet Procurement and Contract Management
Contact Telephone:	(206) 735-1959
ADDRESS FOR OVERNIGHT DELIVERY SERVICES ONLY	King County Metro Transit Transit Fleet Procurement and Contract Management KSC TR 0342 201 S. Jackson St. Seattle, WA 98104-3856
Delivery (BUSES Only)	
Address:	Builder's Service Center
• Special Instructions: Days, Time, etc.	Mon. – Fri. 8 am - 3 pm (Pacific Standard Time (PST)) except KC Metro holidays
Delivery (Manuals, Special Tools, Test Equipment)	
Address:	KC Metro Fleet Engineering 12119 East Marginal Way South Seattle, WA 98168
Contact Name:	Zac Drenkel, "Acting" Superintendent, Fleet Engineering
Contact Telephone:	(206)477-6874
• Special Instructions: Days, Time, etc.	Mon. – Fri. 8 am - 3 pm PST except KC Metro holidays
Manufacturer's Statement of Origin	
Registered Owner: Legal Name	King County Metro Transit
Address:	201 S. Jackson St. Seattle, WA 98104-3856
Contact:	William Haber Superintendent, Transit Fleet Procurement and Contract Management
Contact Address:	Transit Fleet Procurement and Contract Management MS: KSC-TR-0342 201 S. Jackson St. Seattle, WA 98104-3856
Contact Telephone:	(206) 735-1959
Special Instructions:	Print "Washington State Sales Tax Is Being Collected By (bus builder)" on each Statement of Origin
Ship-Loose Bus Contract Parts & Manufacturer Service Representative Parts	
Address:	KC Metro Component Supply Center 12200 East Marginal Way South Seattle, WA 98168
Contact Name:	Joe Salgado, "Acting" Warranty Chief

Electronic drive motor & AXLE

- ☐ Check Electronic drive motor Fluid Level
- ☐ Take Electronic drive motor Oil Sample
- ☐ Check Propeller Shaft and U-Joints
- ☐ Check Differential Fluid Level
- ☐ Clean Breather

ATTACHMENT 31: KING COUNTY METRO TRANSIT ADDRESSES RELATED TO BUS CONTRACTS

Contact Telephone:	(206)848-0521
• Special Instructions: Days, Time, etc.	Mon. – Fri. 8 am – 3 pm PST except KC Metro holidays

ATTACHMENT 31: King County Metro Transit Addresses Related to Bus Contracts

Invoicing for Buses	
Invoice to:	King County Metro Transit
Address:	Transit Fleet Procurement and Contract Management MS:KSC-TR-0342 201 S. Jackson St Seattle WA 98104-3856
Contact:	William Haber Superintendent, Transit Fleet Procurement and Contract Management
Contact Telephone:	(206) 684-1640
ADDRESS FOR OVERNIGHT	Transit Fleet Procurement and Contract Management MS:KSC-TR-0342 201 S. Jackson St Seattle WA 98104-3856
Delivery (Buses Only)	
Address:	KC Metro Fleet Engineering 12119 East Marginal Way South Seattle, WA 98168
Special Instructions: Days, Time, etc.	Mon. – Fri. 8 am - 3 pm (Pacific Standard Time (PST)) except KC Metro holidays
Delivery (Manuals, Special Tools, Test Equipment)	
Address:	KC Metro Fleet Engineering 12119 East Marginal Way South Seattle, WA 98168
Contact Name:	Zac Drenkel, "Acting" Superintendent, Fleet Engineering
Contact Telephone:	(206)477-6874
Special Instructions: Day, Time, etc	Mon. – Fri. 8 am - 3 pm PST except KC Metro holidays
Manufacturer's Statement of Origin	
Registered Owner: Legal Name	King County Metro Transit
Address:	201 S. Jackson St. Seattle, WA 98104-3856
Contact:	William Haber Superintendent, Transit Fleet Procurement and Contract Management
Contact Address:	Transit Fleet Procurement and Contract Management MS: KSC-TR-0342 201 S. Jackson St. Seattle, WA 98104-3856
Contact Telephone:	(206) 735-1959
Special Instructions:	Print "Washington State Sales Tax Is Being Collected By (bus builder)" on each Statement of Origin
Ship-Loose Bus Contract Parts & Manufacturer Service Representative Parts	
Address:	KC Metro Component Supply Center 12200 East Marginal Way South Seattle, WA 98168
Contact Name:	Joe Salgado, "Acting" Warranty Chief
Contact Telephone:	(206)848-0521
Special Instructions: Days, Time, etc.	Mon. – Fri. 8 am – 3 pm PST except KC Metro holidays

FORM EA2.36

Forms Available on King County Web Site

Reference Section A2.23 – King County and IRS Forms Required Prior to Execution of the Contract

- 1. Equal Benefits – Worksheet and Declaration Form** (Ref Section A2.23.03)
- 2. Internal Revenue Service Form W-9 [Request for Taxpayer Identification and Number Certification]** (Ref Section A2.23.04)

These forms may be found at:

http://www.kingcounty.gov/operations/procurement/Forms/Goods_and_Services.aspx

THIS AGREEMENT, made this 20th _____ day of December _____, 2024
_____, is by and between King County, a home rule charter
county of the State of Washington, hereinafter called 'the County' and
Solaris Bus US Inc.,
hereinafter called the 'Contractor'.

WITNESSETH:

WHEREAS, the County has caused specifications, drawings, and other contract documents to be prepared for certain work as described therein, Contract SOL24-1, MANUFACTURE AND DELIVERY OF 40 and 60 FOOT HEAVY DUTY LOW FLOOR BATTERY ELECTRIC BUSES; and

WHEREAS, the Contractor has offered to perform the proposed Work in accordance with the terms of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the Work at the prices and on the terms and conditions herein contained, and the County agrees to pay the Contractor the contract prices provided herein for the fulfillment of the Work and the performance of the covenants set forth herein.

The number of buses to be furnished, the optional equipment to be provided on each bus, and the total contract price, computed from the Best and Final Offer of the Contractor, shall be as follows:

A base quantity of 4 buses with the following optional equipment: Additional battery pack selected for 60' Battery BUS for \$80,350 and Vapor Doors \$1960 per 40' vehicle and \$2,940 per 60' vehicle _____

, for a Total Contract Price of \$ 5,770,500 (THIS TOTAL CONTRACT PRICE DOES NOT INCLUDE WASHINGTON STATE SALES TAX) _____

for all buses, subject to any adjustment by the County after selection of options for variations in quantity.

The County may order additional buses per Sections B5.02.01, and B7.12 as part of this multi-year procurement.

The further terms, conditions, and covenants of the Contract are set forth in the following exhibit parts, each of which is attached hereto and by this reference made a part hereof:

1. Section A - Legal and Procedural Requirements for Proposers
2. Section B - Legal and Procedural Post-Award Contract Requirements
3. Section E - Forms
4. The P1 "Price Schedule", as applicable, of the Contractor including all attachments complying precisely with the contract specifications.

FORM EB5.01
CONTRACT AGREEMENT
Page 2 of 2

IN WITNESS WHEREOF,

this agreement has been executed in duplicate this 20 day of December, 20 24.

KING COUNTY


BY: 

General Manager, Metro Transit Department

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

CONTRACTOR

BY: JAVIER IRIARTE IBAÑEZ 

ITS: DIRECTOR SOLARIS BUS US, INC

State of DELAWARE

County of NEWCASTLE

I certify that I know or have satisfactory evidence that
Michelle Allison + Javier Ibañez

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____

of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/20/24


Signature

(Seal or Stamp)

Title

My appointment expires



King County King County Metro Audit Services

FORM E4 – CONTRACT CHANGE ORDER PROPOSAL PRICING

NAME OF OFFEROR		SUPPLIES AND/OR SERVICES TO BE FURNISHED			
HOME OFFICE ADDRESS (including Zip Code)					
DIVISION(S) AND LOCATIONS(S) WHERE WORK IS TO BE PERFORMED		TOTAL AMOUNT OF PROPOSAL		SOLICITATION NO.	
DETAILED DESCRIPTION OF COST ELEMENTS					
1. DIRECT MATERIAL (attach itemized schedule)		EST. COST		TOTAL EST. COST	
a. PURCHASED PARTS					
b. SUBCONTRACTED ITEMS					
c. OTHER - (1) RAW MATERIAL					
(2) YOUR STANDARD COMMERCIAL ITEMS					
(3) INTERDIVISIONAL TRANSFER (At other than cost)					
TOTAL DIRECT MATERIAL					
2. MATERIAL OVERHEAD (RATE % X \$ BASE)					
3. DIRECT LABOR (Specify by job classification)	ESTIMATED HOURS	HOURLY RATE	EST. COST		
TOTAL DIRECT LABOR					
4. LABOR OVERHEAD (Specify department or cost center)	O.H.RATE	XBASE=	EST.COST		
TOTAL LABOR OVERHEAD					
5. SPECIAL TESTING		EST.COST			
TOTAL SPECIAL TESTING					
6. SPECIAL EQUIPMENT (if direct charge) (attach itemized schedule)					
7. TRAVEL (If direct charge) (attach itemized schedule)		EST.COST			
a. TRANSPORTATION					
b. PER DIEM OR SUBSISTENCE					
TOTAL TRAVEL					
8. CONSULTANTS (Identify--purpose--rate) (attach itemized schedule)		EST.COST			
TOTAL CONSULTANTS					
9. OTHER DIRECT COSTS (attach itemized schedule)					
10. TOTAL DIRECT COST AND OVERHEAD					
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element Nos.)					
12. ROYALTIES					
13. TOTAL ESTIMATED COST					
14. FEE OR PROFIT					
15. CUSTOMS OR DUTIES					
16. TOTAL ESTIMATED COST AND FEE OR PROFIT					
This proposal is submitted for use in connection with and in response to (Describe R.F.P. etc.)					

and reflects our best estimates as of this date, in accordance with the instructions to offerors.

TYPED NAME AND TITLE

SIGNATURE

NAME OF FIRM

DATE OF SUBMISSION

FORM E5 – Not Used

FORM E6

King County Metro Transit				
Contract MB 08-1				
MANUFACTURE AND DELIVERY OF 40 FT HYBRID AND STANDARD DRIVE MOTOR BUSES				
BUS CONTRACT ORDER FORM E-6				
BUS TYPE:		40' Diesel		
BUS MODEL:		MB40D		
ORDER QUANTITY		50		
PURCHASE ORDER #		KCM-40-001		
DELIVERY DATE last bus in order must be delivered by:		1-Jul-10		
BASE PRICE:		\$350,000		
OPTIONAL EQUIPMENT				
Farebox		\$2,000		
Adjustable Pedals		800		
Camera System		1,200		
subtotal optional equipment		4,000		
BASE UNIT SELLING PRICE		\$354,000		
		\$354,000		
PRICE ADJUSTMENT CALCULATION				
PPI WPU 1413				
Start Date		May-07	201.5	
End Date		May-08	210.0	
raw change		8.5		
% change		4.22%		
max % change allowable		3.50%		
subtotal price adjustment		3.50%		
		12,390		
BASE UNIT SELLING PRICE Adjusted for PPI		\$366,390		
		\$366,390		
CHANGE ORDERS applied from previous Order(s)				
C/O #1A		6/30/2008	\$5,000	
CHANGE ORDERS new items applied to this Order				
new item #1		11/30/2008	610	
new item #2		11/30/2008	1,000	
new item #3		11/30/2008	2,000	
subtotal new change orders		\$3,610		
ADJUSTED UNIT SELLING PRICE		\$375,000		
includes Optional Equipment; PPI; Change Orders				
QUANTITY of BUSES for this Order		50		
TOTAL VALUE of this Order before WSST		\$18,750,000		
Washington State Sales Tax		9.30%	\$1,743,750	
TOTAL VALUE of this Order including WSST		\$20,493,750		
Ordered By:		Date:		
Title:				

Example for Illustration Only

KING COUNTY METRO BUS PROCUREMENTS
Placing Orders under a Multi-Year Requirements Contract
SAMPLE PROCESS FLOW for BUS ORDERS

Establish the need – the need is expressed via the Fleet Plan [Service Development establishes bus quantities, types, passenger capacities, and service startup dates].

Confirm quantities and desired delivery dates with Service Development.

Obtain written confirmation from Transit Budget Office that Budget Authority exists for each Order.

Notify Contractor of the County's forthcoming order for additional buses.

Specify optional equipment selections, and any change order items from previous orders that are to be included in the new order.

Determine if any new change orders to bus equipment/configuration are required.

IF NEW CHANGES ARE REQUIRED, THEN:

- ☐ Finalize specifications for changes to equipment/bus configuration.
- ☐ Prepare Independent Cost Estimate (ICE) for change items.
- ☐ Request price proposal from Contractor for any equipment/configuration changes from previous order – via letter and/or e-mail to Contractor.
- ☐ Contractor submits pricing for equipment/configuration changes – pricing and complete supporting documentation submitted by Contractor.
- ☐ Conduct Cost Analysis for equipment/configuration changes – Metro Audit Services conducts analysis & files report with KCM Contract Administrator.
- ☐ Negotiate the Price for equipment/configuration changes

Calculate the Adjusted Unit Selling Price of the bus in accordance with the Economic Price Adjustment clause in Section B7.12 plus or minus the negotiated cost(s) of any equipment/configuration changes.

Issue Change Order to Modify Contract Amount if required

Issue Statement of Intent to Issue NTP to Contractor & Request Contractor to provide the contractually required documents for each order of buses:

- ☐ Evidence of Insurance
- ☐ Performance Security
- ☐ Certificate of Current Cost & Pricing Data
- ☐ Production & Delivery Schedule

Requisition the Purchase Order – submit requisition to Dept. of Finance – Procurement Section (Change Order signed by GM with transmittal letter serves as the requisition).

Issue Notice to Proceed (NTP), Purchase Order & Bus Contract Order Form - Upon receipt of compliant documents called for above; issue the NTP, Purchase Order, and Bus Order Form to Contractor.