

INVITATION FOR BID Bid #23-255 Modular/Portable Buildings & Related Services

Due March 30, 2023 on or before 2:00 p.m., PST

King County Directors' Association (KCDA) is a purchasing cooperative owned by the school districts of Washington State and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to, public school districts, private schools, municipalities, political subdivisions and other public agencies primarily located in Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately \$190 million worth of products, equipment and services on behalf of the membership.

The KCDA Purchasing Cooperative (hereinafter "KCDA") requests bids from manufacturers and/or dealers who can offer Modular/Portable Buildings & Related Services to its member agencies.

Total estimated value of this contract is \$30,000,000 to \$35,000,000 annually.

Each response is to be filed in a separate envelope and marked with the appropriate IFB name, number, day and time of opening. All bids must be at KCDA's office on or before the time shown above or they will not be accepted nor considered. Responses sent via email, faxed, or "postage due" will not be accepted. Responses sent via Federal Express, Express Mail or other overnight delivery services must be sent to: KCDA, 18639 80th Ave S, Kent WA 98032 and clearly marked with the IFB number and description, Attn: Purchasing Department.

ATTN: Purchasing Department IFB# 23-255 Modular/Portable Buildings & Related Services KCDA 18639 – 80th Ave S Kent, WA 98032

The vendor has full responsibility to ensure the proposal arrives at the Purchasing Office by the due date and time. KCDA assumes no responsibility for delays caused by the U.S. Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned unopened to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole determination of KCDA. All questions pertaining to this bid shall be entered in the "Questions" section of Public Purchase. No emails or phone inquiries will be accepted.

Electronic copies of this IFB are available via KCDA's website at www.kdca.org. Click on Contracts & Bids / Vendor Bids. Materials can also be downloaded online via Public Purchase at www.publicpurchase.com. If you have trouble opening the document, send an email to kwyman@kcda.org.

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KING COUNTY DIRECTORS' ASSOCIATION INVITATION FOR BIDS

NOTE: THERE ARE NO FEES ASSOCIATED WITH KCDA BIDS WHEN USING PUBLIC PURCHASE

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I. INTRODUCTION

A. KCDA MEMBERSHIP

KCDA is a purchasing cooperative owned by 294 public school districts in the state of Washington and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to public school districts, private schools, municipalities, political subdivisions and other public agencies located in but not limited to Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately \$190 million worth of products, equipment and services on behalf of the membership.

A complete list of all school districts and other public agencies that are members of the KCDA Purchasing Cooperative is available on our web site www.kcda.org.

Restrictions of merchandise or services to any locale of KCDA membership must be clearly noted in a bid response.

B. INTERPRETATION OF BID DOCUMENTS

Any person contemplating submitting a bid for the proposed contract that is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in or omissions from the bid documents, shall submit to KCDA a written request for an interpretation or correction thereof. Such request shall be submitted and received not later than 10 days prior to the date specified for receipt of bid responses. Any interpretation or correction of the bid documents will be made in writing by addendum duly issued to all bidders. KCDA will not be responsible for any other explanation or interpretation of the bid documents.

C. EXCEPTIONS

Any exceptions to the terms and provisions of this invitation for bids shall be made by signed and dated attachment to the bid response. Do not add to, delete from, or amend in any manner the bid form. Exceptions pertaining to payment or delivery terms must be noted within Attachment B. All noted exceptions are subject to approval and acceptance by KCDA.

D. CONTRACT DEFAULT

Your bid is subject to all terms and conditions as herein established in this bid request form and include price, quality and delivery. Subsequent failure to provide items bid in accordance to the purchase order and bid delivery schedule will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to purchase the merchandise on the open market. Any additional costs to procure and distribute replacement product will be charged to the bidder.

E. BIDDER RESPONSIBILITY

All bidders shall thoroughly examine and be familiar with the bid documents including all exhibits and attachments. The failure or omission of a bidder to receive or examine any form, instruments, addendum, or other document shall in no way relieve any bidder from obligations with respect to your bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

F. BIDDER FINANCIAL RESPONSIBILITY

KCDA has the right to request financial information from any bidder to evaluate the bidder's ability to meet the terms and conditions of any and all contracts that may be established by acceptance of the offer contained in the bid. Additional confirmation from the bidder's supplier(s) that the delivery terms of the contract will be met may be required. KCDA reserves the right to reject any or all bids and/or bidders unable to prove they are financially able to provide the quantity of merchandise they have offered in response to this bid invitation.

G. MINORITY AND WOMEN OWNED BUSINESSES

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

II. GENERAL PROVISIONS

A. BID OPENING

All bids submitted for supplies and/or services will be opened in public at the time, date and place, and in the manner herein specified, and all bidders are invited to be present at the opening of such bids. A final recap will be available from KCDA after bid awards are made. Under no circumstances will a bid be considered if filed after the hour specified in the invitation for bids. To be considered for award, a bid response must be submitted according to the instructions and prior to the date and time indicated within. The times listed in any referenced schedule are Pacific Standard Time.

KCDA will not accept bids that are sent via fax or email. The KCDA address is: King County Director's Association Purchasing Department 18639 80th Ave S Kent, WA 98032

B. MODIFICATIONS/WITHDRAWL OF BID

Bids may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. Bids may also be modified or withdrawn in person by an authorized representative, who must sign a receipt for this action. Returned and/or unsubmitted bids shall become the responsibility of the bidder. Bids that are not resubmitted on or before the exact time of the opening may not be considered for award.

C. QUALITY STANDARDS

Whenever an item in this invitation for bid is described using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality shall be considered, except where otherwise stated, provided the bidder specifies the brand, model and number on which their bid is submitted and submits samples, specifications and other information necessary to properly evaluate the bid. Any bid containing a brand which is not of equal quality at the sole discretion of KCDA, shall not be considered. KCDA will accept bids on new product only. Merchandise that has been refurbished or has been in storage for a long period of time is unacceptable.

D. REJECTION OF ANY OR ALL RESPONSES

KCDA reserves the right to accept or reject any or all bids and to waive informalities or irregularities in any bid or in the bidding process.

E. BINDING CONTRACT

It is understood that the offer represented by a bidder and an award made by the KCDA Board of Directors to the successful bidder, forms a binding contract. KCDA, under certain circumstances, will allow the assignment of contracts; however, no assignment can occur to another entity without written agreement from KCDA.

F. ESTIMATED QUANTITIES

Quantities, if shown on the bid forms, are estimated requirements of the members for whom KCDA acts as purchasing department based on historical ordering information. Such quantities represent the total quantity the cooperative anticipates purchasing over the life of the contract period. KCDA reserves the right to order more or less than the quantities stated in the bid. Any minimum order requirements or ordering restrictions should be so indicated as part of the bid response and will be subject to bid evaluation. Quantities ordered are based on actual requirements and the successful bidder will fulfill that requirement regardless of the manufacturer's policies regarding order completion.

G. CONTRACT PERIOD

Following an award, a contract would be issued as an annual contract from the date of KCDA Board acceptance, or as noted under Special Provisions. After the initial period, there is a possibility of three (3) renewals for the duration of one (1) year each. Pricing is firm for the first/initial period.

H. ORDERING SCHEDULE

Based upon accepted minimum order requirements set by the successful bidder, KCDA or KCDA members may submit orders once a contract has been established by the KCDA Board of Directors. KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any accepted minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. Quantities and delivery dates listed in this bid are presented as a guide to the bidder, but will not be binding or limiting to the KCDA and its members.

I. EXTENDED CONTRACT PERIOD

By mutual written agreement of KCDA Board of Directors and the successful bidder, the initial contract period may be extended for additional periods, not to exceed extensions of 3 years total beyond the initial

contract. Such extensions shall be at the awarded price in effect at the time and under the same terms and conditions as the original contract unless otherwise allowed under terms of the contract. Requests for extension shall be submitted to KCDA a minimum of 30 days prior to expiration of the existing contract term.

J. REQUESTED SAMPLES

It is the bidder's responsibility to provide samples, **if requested by KCDA**, for a bid response to be considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032 **when requested**. All requested samples must be labeled with the bid number, KCDA's item number (as applicable) and bidder's name, and be submitted no later than seven (7) working days after request.

DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.

K. DISPOSAL OF SAMPLES

Bid samples not picked up within 30 days after the bid award date shall become the property of the King County Directors' Association and shall be disposed of by distribution to the member school districts or by donation as deemed appropriate by KCDA.

L. KCDA NON-DISCRIMINATION STATEMENT

Bidders who desire to provide KCDA with equipment, supplies and/or professional services must comply with the following Non-Discrimination requirements. During the performance of this contract, the Bidder agrees as follows:

Bidder will comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

Any Bidder who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving bid awards or any purchase orders from KCDA.

M. INDEMNIFICATION

The Vendor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Vendor's liability , including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this

indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

N. PATENT INDEMNIFICATION

By accepting this order, Bidder agrees to save and hold harmless KCDA, its successors, assigns, customers and the users of its products from any liability, loss, damage, judgments, or awards, including costs and expenses arising out of any actions, claims, or proceedings for infringement of (a) any United States Letters Patent purporting to cover the material to be delivered to Buyer under this order, or its normal intended use and (b) any trademarks appearing with the material on delivery to KCDA; and further, Bidder agrees to defend KCDA, its successors, assigns, customers and the users of its products at Bidder's expense in all such actions, claims, or proceedings, provided that KCDA shall give Bidder prompt notice in writing of all such actions, claims, and proceedings, as well as notice of infringement and threats of suit for infringement.

O. SAFETY REQUIREMENTS

All items furnished under this bid, where applicable, must comply with all OSHA, WISHA, UL Approval, including but not limited to chapter 296-46B of the Washington Administrative Code and any other safety requirements imposed by KCDA, State or Federal agencies. Bidder further agrees to indemnify and hold KCDA harmless from all damages assessed against KCDA as a result of Bidder's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

P. RISK OF LOSS

Regardless of F.O.B. point, Bidder agrees to handle all claims and bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, or destruction shall not release Bidder from any obligation hereunder.

Q. REJECTION

All goods or materials purchased herein are subject to approval by KCDA or the KCDA member. Any rejection of goods or materials resulting from non-conformity to the terms, conditions and specifications of an order, whether held by KCDA, KCDA member, or returned will be at Bidder's risk and expense.

R. SHIPMENT IDENTIFICATION

All invoices, packing lists, packages, shipping notices, instructions, correspondence and all other written documents affecting any KCDA order shall contain the applicable purchase order number. A packing list must be provided with every shipment being made to KCDA indicating all the products shipped and back ordered; also, every carton shipped pursuant to this order must be marked with the contents therein.

S. NO BID RESPONSE

If no offer is to be submitted at this time, do not return this bid. A letter should be forwarded to KCDA advising whether future bids of this type are desired. Failure of the recipient to notify KCDA of your intentions may result in removal of your name from the bidder's list.

T. BID AWARDS

Following evaluation, bids recommended for award will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications and price as primary factors. KCDA reserves the right to award items in groups for ordering efficiencies, to meet minimum requirements (if accepted), to make multiple awards, or to reject any and all bids or portions thereof, to waive any minor irregularities in the bid process, or to make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

U. TERMINATION

Termination for Convenience: KCDA may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Vendor. Termination charges shall not apply unless both parties subsequently agree upon them. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Vendor prior to date of termination. KCDA will not be responsible for stock that the Vendor has on hand that has not been requested via a purchase order. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

V. RECIPROCITY

Where allowed by law, KCDA may review responses from bidders outside the State of Washington to see if those bidders are from states that use restrictions against companies from the State of Washington when they respond to public bids. KCDA may use this information in making bid awards when multiple bidders appear to have submitted the same pricing, terms and conditions on a particular bid item or items.

W. FORCE MAJUERE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-interventionacts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

III. PREPARATION OF BID

A. SUBMITTAL OF BID RESPONSE

Submission of a response as designated in the bid instructions signifies that bidder will be bound to the terms and conditions of this bid unless an exception is made part of the submission and accepted by KCDA.

Bidder must submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, included as Attachment A. Bids received without this form may be considered non-responsive.

B. SIGNATURE

Bid responses are required to include the firm name, address, telephone number, contact name and authorized signature, signed in longhand by the person duly authorized to sign bid documents identified in the solicitation. Every attempt will be made to answer all questions. Where a response or addendum cannot be obtained prior to the bid opening, it is understood that the Bidder will assume the more stringent of requirements.

C. QUESTIONS/ADDENDUMS

All questions must be submitted in writing to the KCDA Contract Specialist.

D. F.O.B. SHIPMENTS

Prices must be quoted in the UNIT SPECIFIED, PACKAGING INCLUDED and except for cash discount percentages, quoted NET, F.O.B. THE DELIVERY POINT specified in this bid, including the unloading of the merchandise. KCDA typically redistributes products to its members unless designated or requested as a direct ship method. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damage incurred due to insufficient packaging will be the responsibility of the supplier.

No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

E. PRODUCT IDENTIFICATION

All bid responses must confirm the manufacturer number, brand name or grade specified in the bid invitation and such identification shall be binding on the bidder. Bidders must insert the manufacturer number, brand name, grade and any other information necessary to clearly and properly describe and identify the articles they propose to furnish. If necessary attach additional documentation for this purpose. Alternates should be noted as an "alternate item" and properly identified with brand, manufacturer number, etc. The bidder is not to alter the grade, brand, manufacturer number or description as given in the bid invitation. Questions on how to properly submit an alternate item must be directed to the named Purchasing Agent responsible for this bid.

F. QUANTITY PER UNIT OF MEASURE

Where applicable, if the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the bid response. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure as specified in the bid invitation and such interpretation shall be binding on the bidder. If the bidder provides a unit of measure different from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

G. ALTERNATE SPECIFICATIONS

An alternate specification is where the bidder is offering a product or service significantly different than outlined in the bid request, and typically applies to items listed as "No Substitute".

For alternate specifications to be considered, a request must be submitted to KCDA 15 working days prior to the bid opening. If accepted by KCDA, a clarification will be issued to all bidders on a bid addendum. Alternate specifications may be accepted if they meet the conditions above and they are deemed to be in the best interest of KCDA and their member agencies.

H. ERRORS/CORRECTIONS

Any erasures, interlineations or other correction in the bid must be initialed by the person(s) signing the bid. Corrections must be provided within the terms of the vendor response and accepted by KCDA.

I. INVOICING

It is understood that invoices issued by the manufacturer/dealer will reflect the shipping date of materials. It is also understood that actual delivery and install or training at the end user location may be delayed

from the date of shipment. Subsequently, payment will be made after satisfactory delivery and acceptance by the end user of any quantity of merchandise shipped and/or installed. Advance discussion regarding payment terms on specific projects are recommended where this may occur. Where KCDA participates in the invoicing process, KCDA reserves the right to withhold payment to a vendor on a project until such time payment from the customer has been received.

Invoices enclosed with merchandise will not be accepted. Invoices shall contain the following information: purchase order number, item number, quantity ordered, quantity shipped, unit price, extension, terms and sales tax. Payments will be made on original invoicing only.

J. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. KCDA will subtract cash discount percentages when comparing bids in all cases where it is deemed probable that KCDA will be able to take advantage of the offered discounts. KCDA will accept terms for as few as 15 days. If the terms portion of the bid is left blank then terms will be assumed to be Net-30 days. Please do not enter terms as 100% as this means the merchandise bid is free.

KCDA is required, by law, to process invoice payments through the King County Treasurer. Payment warrants can be issued weekly. The first day for start of terms shall begin with acceptance of delivery or installation by the end user or receipt of invoice, whichever is later. Invoices with discounts between 15 and 30 days will be paid within terms and net 30-day invoices will be paid on the first pay date after 30 days.

K. WASHINGTON STATE SALES TAX

Washington State sales taxes are not to be included in any items as part of the bid response, but will be added at the time of invoicing. All other taxes, including but not limited to any excise or business and occupation tax must be included in your bid price. The only taxes KCDA will pay upon invoice are the Washington State Sales tax.

IV. PRODUCT ACCEPTANCE

A. GENERAL POLICY

The Purchasing Department shall have the right to reject any and all articles that are not in strict conformity with requirements and specifications of the bid and the approved samples submitted by the bidder. The bidder must replace all rejected articles promptly with articles of quality equal to the specifications or samples submitted and remove rejected articles at his own expense. In the event of failure on the part of the bidder to promptly replace rejected articles, the Purchasing Department reserves the right to purchase same on the open market or of declaring the contract void. Any additional costs incurred to procure and distribute replacement product will be charged to the bidder.

V. BID PROTESTS

A. WHO MAY PROTEST

Only actual or potential bidders with a direct economic interest in the outcome may file a bid protest.

B. WHAT CAN BE PROTESTED

Acceptance or rejection of a bid proposal, award or proposed award of a bid, allegedly restrictive specifications, omission of a required provision, ambiguous or indefinite evaluation factors are all factors that can be protested.

C. HOW TO FILE A PROTEST

Protests may be filed with either the KCDA purchasing agent who issued the bid or with the KCDA purchasing manager.

Protests should include the following information:

1) Include the name, street address, email address, telephone and fax numbers of the protestor or their representative.

- 2) Be signed by the protestor or its representative.
- 3) Identify the solicitation or bid contract number.

4) Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents.

5) Set forth all information establishing that the protester is an interested party for the purpose of filing a protest.

- 6) Set forth all information establishing the timeliness of the protest.
- 7) Specifically request a ruling by the KCDA purchasing manager.
- 8) State the form of relief requested.

Appeals of protest ruling must be made in the following order:

- 1) KCDA Purchasing Manager,
- 2) KCDA Executive Director
- 3) KCDA Board of Directors.

D. WHEN TO PROTEST

Protests alleging improprieties in a solicitation must be filed before the bid opening time and date if the improprieties were apparent prior to that time. A solicitation defect that was not apparent before that time must be protested not later than 2 business days after the defect became apparent.

E. WHERE TO FILE A PROTEST

Protests must be sent to: KCDA Purchasing Cooperative PO Box 5550 Kent, WA 98064-5550

F. AFTER A PROTEST IS FILED

Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors may be contacted for a meeting to review the protest. Within 10 days KCDA will make a decision as to the merits of the protest and notify the protestor of the decision and any remedies in the matter.

VI. PRODUCT TOXICITY REPORTS

A. HAZARDOUS CHEMICAL COMMUNICATION

In order to comply with the revised OSHA and Globally Harmonized System of Classification and Labelling of Chemicals (GHS), all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user must provide a Safety Data Sheet (SDS). <u>Awarded vendors are to use the list of awarded items presented at time of contract signing and submit an SDS sheet for each item, referencing the KCDA item number, within 30 days of the contract start date, to kcdasds@kcda.org.</u>

Any hazardous material tax must be included in the price of the product bid. KCDA will not be held responsible for any additional taxes (other than Washington State Sales Tax) and will not pay them if noted as a separate line item on invoices.

VII. SPECIAL NOTATIONS

ATTACHMENT A - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion ATTACHMENT B - Terms by Manufacturer ATTACHMENT C - Special Provisions



ATTACHMENT A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IFB #23-255, Modular/Portable Buildings & Related Services

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed:	
Title:	
Firm:	 <u> </u>
Address:	
City, State, Zip:	
Date:	
Email:	



ATTACHMENT B

Terms by Manufacturer Bid #23-255 Modular/Portable Buildings & Related Services Bid Due Date: March 30, 2023 On or Before 2:00 PM PST

Bidder Name:			Address:		
Phone:	Fax:		City, State, Zip:		
STANDARD BIDDER LEAD TIM	E FOB DESTINATION:				
TERMS BY MANUFACTURE	R: Please provide the minimum of	der required per manufacturer and lead times.	SPECIFIC DISCOUNTS: Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding. NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.		
Manufacturer	Minimum Order	Lead Time	Discount Amount	Discount Detail	<u>FOB</u> - Freight <u>FACTORY</u> - Cost will be extra <u>DESTINATION</u> - Cost is included in discount
Ex: ABC Company Inc	\$1,000	4-6 Weeks	25%	2022 List Price Sheet	Destination

Authorized Agents Signature



ATTACHMENT C Special Provisions

IFB #23-255 Modular/Portable Buildings & Related Services

THESE INSTRUCTIONS SUPERCEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE STANDARD TERMS AND CONDITIONS

A. SOLICITATION OBJECTIVES

KCDA is seeking manufacturers, providers or dealers/distributors to provide current and emerging Modular/Portable Buildings & Related Services to its members.

Total approximate value of this contract is between \$30,000,000 and \$35,000,000 annually. However, KCDA does not guarantee any minimum or maximum value or number of orders.

It is KCDA's intent to establish an annual multi-state contract with the potential of up to three (3) one-year extensions if mutually agreed between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's sales representative authorized to provide KCDA Modular/Portable Buildings & Related Services in Washington, with the preferred ability to service surrounding member states (ex: Oregon, Idaho, Montana, Alaska).

Contracts established by KCDA are available for use by all public schools, colleges, universities, cities, counties and other government agencies throughout the nation. Participation in KCDA is not required of any governmental agency; however, participation does provide the legally required competition for contracts for commonly purchased products and services, thereby saving the entity the time and expense of a required competitive process. As allowed by specific state statutes, members can issue purchase orders for any amount without the necessity to prepare their own IFB or gather necessary quotations.

Bidders must be an authorized manufacturer, sales representative or service dealer having a local sales, service and installation presence in Washington State. The Bidder must also include a list identifying the states within which they are authorized to sell, service and install. If a portion of a state is serviced, bidder must specifically list the portion which is serviced. Bidder can list by county, region or territory. Bidder must provide the list as a separate document when submitting a response. The bidder may propose different pricing and rates for different installation areas as necessary to accommodate applicable wage rates and costs. Bidders must have a local sales presence that either reside or can be contacted within the additional states named to enable KCDA members to have onsite consultation, needs assessment, installation, integration and training.

It is the intent of KCDA to award a contract, whereas KCDA member agencies can obtain quotes through a competitively solicited, evaluated and awarded contract, meeting Washington state procurement regulations, from awarded vendors in order to purchase or lease, and install Modular/Portable Buildings & Related Services, based on the members' specific needs.

The types of services and products may include, but are not limited to: design, manufacture, installation, site prep, site work, ramps/landings/stairs, and relocation of factory-built modular/portable buildings.

By conducting this solicitation, KCDA intends to provide savings and to offer its members a choice of Modular/Portable Buildings & Related Services at discounted pricing.

KCDA's purpose is to:

- Cooperatively serve our members and associate members through a continuous effort to explore and solve present and future purchasing needs.
- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and complying with purchasing laws and ethical business practices.
- Provide competitive price solicitations which meet the procurement laws of our members.
- Secure multi-state volume purchasing contracts which are measurable, cost effective and continuously exceed our members' expectations.
- Provide quick and efficient delivery of goods and services by contracting with "high performance and quality" vendors who understand our members' needs.

B. TIMELINE

February 1, 2023 & February 8, 2023	Advertised as Bid #23-255 in DJC Seattle & Oregon
March 15, 2023	Last day for bid questions
March 23, 2023	Last day for Addendums to be posted
March 30, 2023	Bids due no later than 2:00 P.M. PST
May 11, 2023	Award recommendation
May 18, 2023	Board Approval
June 1, 2023	Contract Start Date

C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington state per the drawings and specifications provided in this solicitation. KCDA requests pricing for its members in Oregon, Idaho, Montana and Alaska as well. Bidder is requested to submit either 1) separate price pages for each state being bid or 2) provide a pricing matrix that shows a price factor to be applied to the Washington state pricing in order to calculate the pricing for other states. Pricing must be provided in hard copy and must be available in excel on flash drive or CD. **Online submission of the bid through Public Purchase is NOT accepted.**

- Submit sealed bids in 3-ring binder with an inside pocket and a set of dividers. Submit one (1) bound and signed copy of the bid plus one (1) electronic copy on CD or flash drive.
- KCDA reserves the right to reject any or all bids and to accept any proposal deemed most advantageous to KCDA members and to waive any informality in the bid process.
- Bids shall be submitted as stated in this solicitation. Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid. No cross outs or delineations shall be made to the existing document. Exceptions and deviations will be considered in award evaluation. KCDA reserves the right to reject any deviations or exceptions stipulated in a bidder response, and may subsequently disqualify such bid if such terms are unacceptable to KCDA. Language to the effect that the bidder does not consider this solicitation to be part of a contractual obligation may result in the bid being disqualified.
- Withdrawals of bids will not be allowed for a period of 60 days following the opening. Withdrawal of bids prior to the opening date will be permitted.
- Addendums, if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website (www.kcda.org) under Contracts & Bids – Vendor Bids. Addendums will not be mailed or e-mailed. It is the bidder's responsibility to check for issuance of any addendums prior to submitting a bid. All addendums must be signed and returned with the bid document or the bid will be considered non-responsive.
- All documents with signatures shall have original ink signatures. Electronic copies shall be scanned with original signatures.

D. BID PREPARATION

- 1. Vendors must secure copies of the relevant laws and rules to use in the preparation of this IFB from the proper agency or department of the individual state. Some states have strict public works laws, eight-hour labor laws, prevailing wage rate requirements, offshore items statement rules, time limits on liquidated damages, and other laws, ordinances, codes and regulations that may apply to the IFB. They will be considered included, as required by state law. Products considered for award shall be in full compliance with all applicable federal, state and local standards, codes and regulations.
 - a. In some states, an installer of factory-built buildings may be required to hold a Master Installer license, a Commercial General Contractor license, or another license. Vendors must follow the requirements, if any, for the state in which a sale is made.
 - b. It is a requirement that vendors must be able to alter, repair and relocate factory-built buildings according to state and local laws and regulations. The bid will be considered non-responsive if this is not a provided service. Bidders shall document compliance with said standards and provide Certificates of Insurance upon request.
 - c. Bidders are required to submit a bid for each building/specification included herein and related products and services that are commonly purchased by government entities and school districts. Vendors are encouraged to offer any product or service they currently provide in their normal course of business.

E. BID FORMAT

1. Preparation of the Bid Response

- a. The IFB #23-255 is published in one PDF document on the KCDA website. It is also published on the Public Purchase website www.publicpurchase.com with all required documents and forms posted separately.
 - Cover Page indicates the due date and where to send bid documents to
 - General Terms & Conditions
 - Attachment A Debarment Statement (signature required)
 - Attachment B Terms by Manufacturer (signature required)
 - Attachment C Special Provisions (signature required)
 - Attachment D Price List (completion required)
 - Attachment E Company Profile (signature required)
 - Attachment F Deviations (signature required)
 - Attachment G Certification of Compliance (signature required)
 - Attachment H Subcontractor/Self-Performance Form (completion required)
 - EDGAR Certification Form (signature required)
 - Exhibit A Pricing Information
 - Exhibit B Drawings and Specifications
- b. Bid forms requiring signatures shall be submitted with original ink signatures by the person authorized to sign the bid. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- c. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and KCDA.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between KCDA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing

which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Response

Bidders shall provide bids in a three-ring binder using standard size paper, clearly identified with the company name and the name of the IFB being responded to on the outside front cover and vertical spine. Clearly identified tabs must be used to separate the bid into sections, as identified below. Responses should be direct, concise, complete and unambiguous. Bidders failing to organize bids in the manner requested risk being considered non-responsive if bids are not easily read and understood. Awards will be made more efficiently and timely by following the required format.

Tab 1 - Company Profile/Information

- Attachment E Company Profile
- Responses should include a brief introduction informing KCDA of the qualifications and experience of the bidder, along with a brief company history.
- Reference requirements: Projects should be of similar size and complexity, preference given for government contracts.

Tab 2 - Response Forms

- Attachment A Debarment Statement
- Attachment B Terms by Manufacturer
- Attachment C Special Provisions
- Attachment F Deviations
- Attachment G Certification of Compliance with Wage Payment Statutes
- $\bullet \quad Attachment \ H-Subcontractor/Self-Performance \ Form$
- Edgar Certification Form

Tab 3 - Pricing Pages

- Attachment D Price List.
- A listing of products or services which are not listed on the price list which bidder can provide and may be considered as a value add for KCDA member agencies.

Tab 4 - Product Line Brochures and Literature

Tab 5 - Marketing Plan:

• List shows, conferences, show examples of flyers or describe how bidder will market the KCDA Modular/Portable Building & Related Services contract.

Tab 6 – Authorized Dealers/Vendor Partners

- Provide letters from each manufacturer stating authorization to deal.
- List all dealers/vendor partners authorized to utilize this contract through the vendor.
- Manufacturing Plants: Provide an Excel spreadsheet stating where buildings are manufactured and states (Washington, Oregon, Idaho, Montana, Alaska) supplied by each factory. If more than one manufacturer will be used to fulfill orders, bidder must note each source and how the manufacturing source will be determined per order. Before any additional manufacturing source can be used following an assignment of contract, KCDA must first be notified in writing and approve such addition.

Tab 7- Addendums

Tab 8- Additional Miscellaneous Documents

F. VENDOR RESPONSIBILITIES

- Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to the KCDA contract. This employee will have a complete copy and must have working knowledge of the contract.
- Train and educate sales staff on what the KCDA contract is including pricing, who can order from the contract, terms/conditions of the contract and the respective ordering procedures for each state. It is expected that the awarded vendor will lead with the KCDA contract.
- Develop a marketing plan to support the KCDA contract in collaboration with respective KCDA member agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
- Create a KCDA-specific sell sheet with a space to add a KCDA logo and contact information for use by KCDA and the awarded vendors local sales representatives to market within each state.
- Have ongoing communication with the Contract and Procurement Specialist at KCDA and the KCDA member agencies.
- Attend two (2) "touch base" meetings at KCDA per year. One of those meetings may be participating in the KCDA Vendor Fair.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

G. EQUIPMENT & RELATED PRODUCTS

1. Equipment

All Modular/Portable Buildings & Related Services provided under this contract must conform to manufacturer specifications and shall be of recent manufacture and in current standard production. The awarded vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

- 2. Installation/Removal
 - a. The installation and/or removal of Modular/Portable Buildings & Related Services shall be performed in a professional manner. The members' premises and equipment shall be left in a clean condition. The awarded vendor may be required to repair all damage and/or provide full compensation for damage to the member agencies' premises and equipment that occurred during installation/removal.
 - b. Personnel in charge of the installation must be available to coordinate installation with member agency's internal staff. Qualified service support and technical personnel will be required to provide all necessary maintenance and repair. Installation dates and installation schedule must be approved by member agency.
 - c. Installation crews may be working around students, teachers and general staff. Installation may require off hour and weekend work in order to accommodate and complete the project in the timeline required by the member agency. The member agency will try to accommodate access for installation during school/business hours; however, any plan that displaces staff, students or personnel will most likely create disruption to the ordinary daily schedule. After hours and weekend installations are preferred and will be so identified in the proposal to the member agency.
 - d. Project Manager for the awarded vendor shall verify proper installation at multiple and various times throughout the duration of the installation.
 - e. Upon successful completion of installation, test system functionality for all possible scenarios and document all outcomes.
 - f. Installment requirements (electrical certifications, plumbing certifications, licenses, permits etc.).
- 3. Product Problems

Member agency will evaluate the performance of newly installed Modular/Portable Buildings & Related Services for a 15-day period after installation. If the performance is unsatisfactory, the member agency will immediately contact the awarded vendor to pursue corrective action and resolution of the problem. Resolution of performance problems may result in:

- a. Repair or other action to correct the problem including training or modifications made to member's satisfaction.
- b. The replacement of the item(s) with another of the same brand and model, at no additional cost (including delivery and installation) to the member agency.
- c. Return of the item(s) with cancellation of the order at no charge to the member agency.
- 4. Inspection/Testing/Acceptance
 - a. Inspections, tests, measurements, or other acts or functions performed by the member agency shall in no manner be construed as relieving the awarded vendor from full compliance with contract requirements. At a minimum, an installed piece must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.
- 5. Maintenance, Repair and Service
 - a. Maintenance, repair and service related to the operation of Modular/Portable Buildings & Related Services must be provided to member agency.
 - b. Excessive Service and Downtime: Including all components, spare parts, application software, and ancillary equipment supplied through this contract shall be capable of continuous operation. Therefore, awarded vendor shall guarantee that all components, spare parts, application software, and ancillary equipment will be operational at least 98% of normal business hours. Items that develop a trend of requiring an excessive number of service calls shall be reported by the member agency to the awarded vendor or by the awarded vendor to the member agency as the situation warrants, and a corrective action and resolution will be made in a manner that is best for the member agency.
 - c. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the awarded vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the member agency.
 - d. Awarded vendor must guarantee the availability of repair parts for a minimum of five (5) years subsequent to member agencies' acceptance of the contracted Modular/Portable Buildings & Related Services.
- 6. Adding New Products and/or Services

Modular/Portable Buildings & Related Services must meet the scope of work to be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Awarded vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, if it is within the same awarded manufacturer, and if the product meets the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. KCDA may require additions to be submitted with documentation from KCDA members demonstrating an interest in, or a potential requirement for, the new product or service. KCDA may reject any additions without cause.

7. Discontinued Products

If a product or model is discontinued by the manufacturer, awarded vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model, it is within the awarded manufacturer and if the discount is the same or greater than the discontinued model.

NOTE: Listing the above specifications shall in no way relieve the awarded vendor from the responsibility to follow proper code and regulations.

H. TRAINING & SUPPORT

If applicable, please state specifically the amount of training which will be provided at no charge. Then list the charge per hour for additional training if applicable (see Attachment D – Price List, Value Added Options).

- 1. If specified by the member agency, staff in-service shall be offered following the installation. Training needs must be quantified and specified by the member agency. Awarded vendors shall provide appropriate pricing (if applicable) based upon each member agency's training need. It is understood that some training may be provided free of charge, and some may incur charges. Please outline your training philosophy and related pricing structure.
- 2. If desired follow-up training may also be scheduled to further support usage and to identify any individual training needs. Please include follow-up training pricing as well.

I. PUBLIC WORKS

Vendor agrees that, in performance of the services required under this agreement, Vendor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

1. Public Works:

State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

<u>Application</u>: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public Works project exceeding \$1,000,000.00 must declare who their HVAC, Plumbing and Electrical subcontractors will be within one hour of bid submission and the listing of structural installation and rebar installation subcontractors within 48 hours of bid submission, and submit this information with bid documents in order for the bid to be responsive. (RCW 39.30.060).

Apprentice Utilization Requirements (AURs)

Public works projects should conduct a 15% apprentice utilization requirement if the project belongs to any of below:

- State public works estimated to cost \$1 million dollars or more;
- Department of Transportation projects estimated to cost \$2 million or more;
- All school district public works projects estimated to cost \$1 million or more; and
- All public works by a state four-year institution of higher learning estimated to cost \$1 million or more.

And one of three requirements should happen on a project:

- The project meets the 15% AUR;
- The project does not meet the 15% AUR, however the awarding agency approves a good faith effort; or
- The monetary penalty written in the contract is assessed.

Good faith efforts are for the entirety of a project, not a single occupation unless there happens to be only one apprenticeable occupation on the project. Therefore, the prime contractor cannot only consider their occupation(s) when requesting a good faith effort and leave out the occupations and workforce used by subcontractors.

Within existing resources, awarding agencies are responsible for monitoring apprenticeship utilization hours by contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

Refer to RCW 39.04.320, which covers apprentice utilization on public works projects for detailed information.

<u>Reciprocity</u>: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

2. Prevailing Wage:

Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. <u>The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency. All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.</u>

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages.

Applicable federal prevailing wage determinations can be found at <u>https://sam.gov/content/wage-determinations</u>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member agency.

3. Responsible Bidder:

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

- A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:
 - 1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
 - 2. Have a current Washington State Unified Business Identifier (UBI) number.
 - 3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 - 5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
 - a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
 - b. As determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.
 - c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.
 - 6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
 - 7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are: The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting

only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- 1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- 2. Have a current Washington State Unified Business Identifier (UBI) number.
- 3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- 5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
- 6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

Payment & Performance Bond

The prime contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. <u>The only exception is for contracts of one hundred fifty thousand (\$150,000) dollars or less.</u> In this instance, at the option of the Contractor, the member may, in lieu of the bond, retain <u>ten percent</u> of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. <u>Before submitting a bid</u>, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

4. Permits:

The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder.

5. Certificate of Insurance:

A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insured. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must approve the certificate of insurance and endorsements.

6. Acceptable Pricing Method:

KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

7. Progress Payments:

The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- a. Contract number
- b. Bid item ID, bid quantity, unit, unit price and description as appropriate
- c. Sales tax as applicable

The Payment Request will be reviewed by the member before payment is made. If the member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

8. Payment Retainage:

In accordance with RCW 60.28 contract retainage [not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract] shall be withheld and reserved in one of two ways:

- a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA member agency that the contract has been accepted as complete <u>or</u> upon receipt of all necessary releases, whichever is later.
- b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

9. Force Majeure:

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

J. PRICING

The bidder shall submit pricing on Attachment D in this IFB. Refer to Exhibit A for additional pricing information. **Vendor bid pricing shall include a 2% administrative fee on all line items and charges.** The administrative fee must be part of the bid price. If you are bidding a catalog price less a discount, make sure the administrative fee is included in the net price to the member agency. Pricing must include the 2% KCDA service fee so the service fee is invisible to KCDA members.

For all Modular/Portable Buildings & Related Services, pricing may be by line item or discount off manufacturer price list (Attachment B). Accessories and materials may be from other manufacturers or sources, but must be identified and priced in the IFB response either by item or via catalog discount.

Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur, or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendor's control.

KCDA will review requests for fixed price adjustments to determine if the new prices or another option is in member agencies' best interests. If accepted, new fixed prices shall apply to the contract upon approval from KCDA. Price changes shall be a factor in contract renewal. No annual adjustment for costs, other than verified costs directly related to building or energy code adjustments, will exceed the February-to-February percentage change of the Seattle-Tacoma-Bremerton area Consumer Price Index (CPI-U).

The awarded vendor agrees that the cost for any item bid on this contract may vary by state due to specific requirements or other jurisdictional impacts. If the overall cost is discounted or lowered for any member agency, however, the cost will be similarly lowered or discounted at the same time for all member agencies for the same scope, size and value. (If a KCDA member agency proposes to purchase a large volume of one product at one time and the awarded vendor agrees to provide an additional discount, that same volume discount would be available to any KCDA member agency.)

It is understood and agreed upon between Bidder and KCDA that the Bidder's pricing does not include the cost for any site specific conditions or requirements. Site specific requirements shall be addressed on a case by case basis at the time the order is placed. Any additional costs are to be priced by methods designated in Attachment D - Price List, Value Added Options or by RS Means, as indicated in bidder's response to this solicitation.

<u>Warranty</u>: Describe the warranties that apply to the products offered in the IFB response and when warranty date will commence. Identify any website links that cover warranty information. The manufacturer has the primary responsibility to honor a manufacturer' warranty. Awarded vendor agrees to assist the member agency reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the member agencies. List any pricing applicable to warranties in Attachment D – Price List, Value Added Options.

<u>Risk of Loss or Damage</u>: Awarded vendor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the awarded vendor. The awarded vendor shall file all claims for visible or concealed damage. The member agency will notify the awarded vendor and/or freight company promptly of any damaged goods and shall assist the freight company/awarded vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

<u>Taxes:</u> Member agencies, who have obtained Modular/Portable Buildings & Related Services under the terms of this contract, will be responsible for payment of all taxes such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

K. OPERATING LEASES

1. KCDA members may obtain contracted Modular/Portable Buildings & Related Services through an operating lease at rates established in the contract, if available. KCDA will review any price structure, however, the lease agreement and subsequent purchase order for monthly payments is solely between the member and vendor.

Cancellation of lease agreements can only occur by the member agency in the case where the vendor partner fails to maintain the leased equipment, or if the member is no longer able to finance the remaining term of the lease. Such cancellation shall be permitted, without penalty to the member agency with a 30-day written notification to the vendor.

- 2. For leased units, Bidder is to identify a rate or calculation for determining the monthly payments, and provide a summary of the lease process. Provide operating lease rates for 12, 24, 36, 48, and 60 month terms. These rates or calculations must be held firm and fixed during the term of the contract, except as may otherwise be allowed elsewhere in this solicitation.
- 3. With a member agency's minimum 30-day written notice prior to the end of the operating lease agreement, the vendor shall remove any leased units at the removal rates provided to the member agency as outlined in the bid response/pricing pages. Should the member agency be asked to sign an operating lease agreement by the vendor, any conflicts between the provisions of the vendor's lease agreement and the terms and conditions of this contract shall be resolved in favor of what is most beneficial to the member agency.
- 4. All operating lease totals, less the monthly payments, must include the 2% service fee to be paid to KCDA. This fee must be paid to KCDA at the beginning of lease period. Alternate process for fee calculation and payment may be proposed and is subject to approval by KCDA.

L. FUNDING OUT CLAUSE

Any acquisition agreement with a KCDA member agency that exceeds one (1) year shall include a standard "funding out" clause. Such an acquisition is a commitment of the entity's current revenue only, provided the agreement contains either or both of the following provisions:

- 1. Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the agreement.
- 2. Conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the acquisition.

M. AUTHORIZED DEALERS/VENDOR PARTNERS

The bidder must secure from the manufacturer, if the bidder is not the manufacturer, a written guarantee executed by the manufacturer that the bidder is an authorized dealer of that manufacturer. This can be submitted as a Manufacturers Guarantee/Manufacturers Certificate, or a statement on the manufacturer's letterhead with corporate acknowledgement. Failure to provide will result in award disqualification for that manufacturer.

Bidder may propose a network of authorized dealers/vendor partners through whom the bidder intends to perform the contract. Member agencies may be directed to bidders' network of authorized dealers/vendor partners for Modular/Portable Buildings & Related Services, however the awarded vendor shall be responsible for the actual job performance of each and every authorized dealer/vendor partner. This includes, but is not limited to proper ordering process and reporting, or submittal of 2% service fee. Unresolved problems with the authorized dealer/vendor partner may be referred to the awarded vendor for resolution. Bidders are to identify and list each of the authorized dealers/vendor partners they intend to involve in contract performance.

Awarded vendor must be capable of replacing authorized dealers/vendor partners found unsuitable to participate in performance on the KCDA contract, and establish new authorized dealers/vendor partners in a timely manner.

During the contract period, the awarded vendor or KCDA may remove an authorized dealer/vendor partner from the list of those designated to this contract at any time without further explanation or process. The awarded vendor may propose authorized dealer/vendor partner additions for consideration at any time throughout the contract provided;

- The request is in writing on awarded vendors letterhead.
- It is filed with KCDA a minimum of 30 calendar days before the effective date of the proposed change;
- It clearly identifies the authorized dealers/vendor partners involved in the change;
- It is accompanied by documentation acceptable to KCDA sufficient to warrant the change.

N. SPECIAL PROVISIONS

KCDA is seeking a source for factory-built Modular/Portable Buildings & Related Services for education and other public uses. Many factory-built buildings on school campuses are used for portable classrooms. Because portable classrooms can become long-term units, KCDA desires quality factory-built buildings with a long life cycle. Vendors proposing units for the public through KCDA must offer quality construction that meets or exceeds the journeyman proficiency required by state statute. Specifications and drawings are provided in Exhibit B of this bid solicitation.

Prior contract purchase volume for factory-built modular/portable buildings is as follows:

2019 = \$23,439,200; 2020 = \$30,483,058; 2021 = \$35,418,542; 2022 = \$21,437,063. This information serves to give bidders an overview of KCDA historical sales data. Washington State has been the largest KCDA sales volume state due to the territory coverage of prior contracts. However, sales opportunities in neighboring members' states will be available through award of this contract. The successful bidder's discount and pricing schedule shall apply regardless of the volume of business under the contract.

Requirements
5.1 The modular design must permit the buyer to adapt the building to meet the needs of the buyer. A variety of floor systems must permit standard as well as more permanent installation.
5.2 Buildings and subassemblies must be manufactured pursuant to state law governing the installation location.
5.3 Options for primarily steel constructed buildings can be provided under "Value Added Options".
5.4 Vendor shall have the ability to assist buyers with design and selection of a factory-built building to properly meet the buyer's needs.
5.5 Each unit shall have a permanent serial number affixed during the first stage of manufacturing with location indicated in the drawing package. Each complete section shall have a state Insignia of approval indicating the unit serial number and plan approval number located as indicated in drawing package.

5.6 Factory-built buildings for public use shall comply with ADA requirements.

5.7 Construction shall meet or exceed the most recent standards set in the Minimum Property Standards and the International Code Council's International Building Code (IBC). Plumbing will meet the minimum standards of the latest edition of the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code. Electrical lines, outlets, and components shall meet or exceed requirements of the National Electrical Code (NFPA 70) local permitting agency.

5.8 Mechanical refrigeration must meet the standards of the International Mechanical Code of the International Code Council. Copies of these codes are on file with the state agencies.

5.9 Vendor shall bid the floor plans and building styles (i.e., exterior design, roof type, ceiling type, etc.) per the bid document/specifications. Vendor may allow for additional floor plans complying with bid documents/specifications under "Value Added Options".

5.10 Vendor may bid a variety of floor coverings. Commercial carpet may be bid, including carpet tile, but must have a minimum 6000 density and carpet manufacturer warrants that under normal use will not lose more than 10% of pile face fiber, by weight, during the carpet manufacturer's commercial warranty period. Warranty shall be no less than 10 years

from date of installation. Floor coverings shall be priced by the square yard under "Value Added Options".

5.11 Vendor may bid a variety of window sizes, styles and types under "Value Added Options". Only high quality window hardware, that meets or exceeds the strictest state and local IBC requirements. Window options shall be individually priced.

5.12 Vendor may bid a variety of exterior and interior wall types and coverings under "Value Added Options". Exterior options may include Hardie siding, baked on enamel, or 20-year exterior paint.

5.13 Vendor must use fully licensed subcontractors and professionals for all site work, including foundations, installation and set-up.

5.14 Millwork and specialty items include cabinets, marker boards, tack boards, and similar items. Bids must indicate the type of joinery available, the grades of wood, and interior trim for cabinet finishes.

5.15 Plumbing options may include accessible (ADA) restrooms, stainless steel sinks, hot water heaters, and drinking fountains.

5.16 Electrical options should provide for additional electrical power, energy efficient LED lamps, intercom system wiring and equipment, energy efficient exterior lights, and additional power outlets. Any low voltage cabling will be a minimum of category 6.

5.17 Interior partitioning options for rooms shall be priced by the linear foot.

5.18 HVAC units shall be energy efficient, per requirements. Vendor may bid a heating only option in electric and/or natural gas.

5.19 Delivery, installation, foundation, skirting, steps, ramps and other related costs must be part of your proposal. Delivery is priced separately and pricing terms are FOB Factory.

5.20 Vendor offers protection options such as anti-rat floor barrier consisting of 26-gauge galvanized steel on bottom of floor joists, A coating of an environmentally acceptable agent may be sprayed on the underside of the building as a moisture barrier, rust inhibitor and for termite resistance. Provide under "Value Added Options".

5.21 For places with high winds, a hurricane resistant design for windows, shutters, foundation and footing may be bid under "Value Added Options".

5.22 All units should be available for the KCDA member to purchase. Lease options are also to be provided.

5.23 Upon request, vendor shall dismantle existing factory-built building and prepare it for safe relocation to another site. All work shall be accomplished in accordance with applicable codes,

rules and regulations. The work shall include, but not be limited to the following: disconnecting building from utilities, disconnecting systems connections, as required, disconnecting building from the tie-downs, separating modules, attaching plastic to cover the open sides of the modules, removing tie-downs and foundation pads/adjustable piers. Pricing to be provided under "Value Added Options".

5.24 Unless otherwise directed by the KCDA member, vendor shall dispose of tie-downs removed from the existing building and move foundation pads or adjustable piers to the new building location for re-use.

5.25 Vendor shall relocate existing factory-built building to a new location in accordance with codes, rules and regulations. The building shall be installed at the new location consistent with specification found in this solicitation.

5.26 Upon request, vendor shall provide, or cause to be provided, engineering and/or design work required to properly install and set-up the factory-built building. Properly licensed professionals shall perform such work.

5.27 Vendor shall set factory-built buildings on appropriate temporary or permanent foundation systems. All foundation systems shall be accomplished by properly licensed professionals and comply with codes, rules and regulations. Foundation plans and specs will be required to be submitted upon request.

5.28 Vendor shall anchor factory-built buildings with tie downs in accordance with codes, rules and regulations.

5.29 Vendor shall reconnect building modules. Interior and exterior work associated with reconnecting the modules (i.e., repairing roofing and ceiling at the connection point, reconnecting ductwork, reconnecting utilities, etc.) shall be accomplished in a professional and workmanlike manner, consistent with industry standards, that complies with codes, rules and regulations.

5.30 Vendor shall connect, repair and perform alterations to water, waste, gas and electrical systems of all amperages to the proper on-site utility terminals provided by others per the terms in this IFB.

5.31 Upon request, vendor shall provide, or cause to be provided, utility development, and connection, including electric, gas, waste, and water. Utility development and connection shall be from the factory-built building's connection(s) to the closest appropriate existing site connection(s). All such work shall be by properly licensed professionals and in compliance with codes, rules, and regulations at the request of the customer per the terms of this IFB.

1. Stored Materials

Upon prior written agreement between vendor and KCDA member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to the KCDA member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of KCDA member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of KCDA member and be separated from other materials. KCDA member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by KCDA member, it shall be the vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to KCDA member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

- 2. Shipping and Delivery
 - a. Improper Delivery:

Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this contract, the KCDA member may: 1) reject the whole; or 2) accept the whole; or 3) accept any commercial unit or units and reject the rest.

- b. Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.
- c. Shipment under Reservation: Vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
- d. Shipping Costs:

Products may be shipped without additional cost. If shipping is charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted. Any shipping costs not covered in a bid response to this solicitation must be listed in the member project proposal.

e. Shipping Errors:

Vendor agrees that shipping errors will be at the expense of the vendor. For example, if a vendor ships a product to a KCDA member that was not ordered, it is the responsibility of the vendor to pay for return mail or shipment, at the convenience of the KCDA member.

f. Shipping Terms:

Prices that include shipping to any location in the state, delivered to the specific receiving point as identified in the purchase order to the vendor, are preferred. Vendor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the vendor. Shipping/freight costs shall be clearly listed on each state's price page. The vendor shall file all claims for visible or concealed damage.

The KCDA member will notify the vendor and/or freight company promptly of any damaged goods and shall assist the freight company/vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

3. Specifications

All specifications in this IFB are designed to enable a bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any vendor believing a specification is unnecessarily restrictive, and submits a bid, must indicate such in its initial response. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall bid equipment, supplies and/or services, as stated in these specifications. Deviations from these specifications may provide sufficient grounds for rejection of the entire bid.

4. Design

The classrooms requested shall be per specifications provided in THE bid for single, double sized and multi-unit classrooms with and without restroom facilities conforming to KCDA minimum requirements. Single classrooms are to have a minimum of 890 square feet of area, (unless a state law requires a different minimum), while the double classrooms are to have a minimum of 1,790 square feet of area (unless a state law requires a different minimum). Classrooms bid with restroom facilities are to be figured at one restroom per classroom

5. Substitutions

The standards contained in these specifications are minimums. Any substitutions at time of project completion must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. The KCDA member reserves the right to reject any and all substitutions.

6. Eight Hour Law and Payment for Labor

The vendor agrees that all labor rates will be in compliance with all state and federal laws. Any work necessary to be performed after regular working hours, or Sunday or legal holidays that are not a result of KCDA member action, shall be performed without additional expense to the KCDA member.

7. Accident Prevention

Precaution shall be exercised at all times by the vendor for the protection of persons, employees and property. The safety provisions of applicable laws and local buildings and construction codes shall be observed. The operations of the vendor for the protection of persons, and for guarding against hazards of machinery and equipment, shall meet the requirements of state law and all safety regulations as set out in effect at the time of call for bids.

The vendor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. KCDA member may, at any time, conduct construction observations of the vendor's safety measures, in, on or near the construction site. It shall be the vendor's responsibility to comply with current "Safety and Health Regulations for Construction" of the Federal Register by the U.S. Department of Labor. The vendor shall be responsible for providing all such safety measures and shall consult with the state or federal safety inspector for interpretation whenever in doubt as to whether safe conditions do or do not exist or whether he is or is not in compliance with state or federal regulations.

8. Hazardous Chemicals

The vendor shall submit to KCDA member a list of all hazardous chemicals to be brought by the vendor or its subcontractors onto member property.

9. Separate Contracts

KCDA members reserve the right to award separate contracts in connection with other work on the sites. The vendor shall afford separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the executions of their work, and shall coordinate its work with theirs as necessary. Should the vendor wrongfully cause damage to the work or property of any separate contractor, the vendor shall, upon due notice, promptly attempt to settle with such other contractor, by agreement or otherwise, to resolve the dispute.

10. Use of Premises

The vendor shall confine its equipment, storage of materials and operation of work to the limits indicated by law, ordinances, permits or direction of member agency, and shall not unreasonably encumber the premises with its materials. The vendor shall comply with KCDA member instructions regarding signs, advertisements, fires and smoking. The vendor shall be solely responsible for materials and equipment stored on the site. The type and extent of security provided shall be at the vendor's discretion.

11. Confine Operations Within Rights of Way and Easements

Property lines, limits of easements, and limits of construction permits are indicated on the plans and it shall be the vendor's responsibility to confine its construction activities within these limits, unless it makes arrangements for use of private property. Before using any private property adjoining the work, the vendor shall file for written permission of the property owner, and upon vacating the premises; the vendor shall furnish member agency with a release from all damages, properly executed by the property owner.

12. Construction Schedule

After a purchase order is issued for a project, the vendor, if requested by KCDA member, shall immediately prepare and submit to the KCDA member for approval a progress schedule that will insure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the vendor to start work immediately upon order of the KCDA member and carry out the schedule to completions of the contract within the time specified. If permitting is delayed by the KCDA member , the vendor and member must mutually determine if the project deadline will be changed.

13. Notice to Proceed and Execution of the Work

Written notice to proceed shall be given after the contract has been executed and the performance bond and all required insurances have been filed with and approved by the KCDA member. The vendor shall not commence work under the contract until such written notice has been given by the KCDA member.

14. Time to Complete and Liquidated Damages

The individual projects shall be completed within the time limits stated by the KCDA member. If the vendor is delayed at any time in the progress of the work by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the vendor's control, the completion date shall be extended by change order for such reasonable time as agreeable by KCDA or its member, and the vendor.

If the vendor shall fail to complete the work within the time specified, it shall pay the KCDA member as liquidated damages, an agreed amount per day for each calendar day that the work remains uncompleted beyond the specified completion date or time period, unless there shall have been an extension of time granted by the KCDA member where the project is being performed. In the event of an extension of time, the vendor shall pay the KCDA member as liquidated damages agreed upon per day for each calendar day that the work remains uncompleted beyond the date or time period fixed by the extension of time. The dollar amount of liquidated damages will be determined in writing between the member (buyer) and the vendor prior to start of project. The vendor agrees to inform the buyer, in writing, of this requirement. The vendor does hereby authorize KCDA or its member to deduct such liquidated damages from the amount due, or to become due, the vendor. The vendor further agrees that any such deduction shall not in any degree release it from further obligations and liabilities in respect to the fulfillment of the entire contract.

In states where liquidated damages are not required, KCDA members may waive this part of the contract.

15. Forfeiture of Contract

Should the vendor at any time refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, KCDA or its member may, at its option, after giving ten (10) calendar days written notice to the vendor, provide such sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under this contract.

In the event of such refusal, neglect, or failure, the KCDA member may, by written notice to the vendor and its surety or his representative, or if the vendor abandons the work undertaken under the contract, the KCDA member may, at its option with such written notice to the surety and without any written notice to the vendor, transfer the employment of said work from the vendor to the surety. Upon receipt of such notice, the surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract, and employ by contract or otherwise, any person or persons to finish the work and provide the material therefore, without termination of the continuing full force and effect of the contract. In case of such transfer of employment to the surety, the surety shall be paid in its own name on estimates covering the work subsequently performed under the terms of the contract and according to the terms hereof, without any right of the vendor to make any claim for the same or any part thereof. In lieu of the foregoing, if the KCDA member so elects, it may terminate the employment of the vendor for said work and enter upon the premises and take possession of all materials, tools and equipment thereon for the purposes of competing the work included under the contract, and employ by contract or otherwise, any person or persons to finish the work and provide the materials therefore. In case of the discontinuance of employment by the KCDA member as aforesaid, the vendor shall not be entitled to receive any further balance of the amount to be paid under this contract until the work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by the KCDA member in finishing the work, and all damages sustained or which may be sustained by the KCDA member by reason of such

refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the KCDA member to the vendor. If such expense and damages shall exceed the unpaid balance, the vendor and his surety and each thereof shall be jointly and severally liable therefore to the KCDA member and shall pay the difference to the KCDA member. Notwithstanding the foregoing, the KCDA member, in the event of the vendor's breech of the contract, reserves the right to terminate the vendor and exercise any and all remedies at law or in equity.

16. Cleanup and Damage Repair

From time to time or as ordered by the KCDA member and immediately after completion of the work, the vendor shall at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the work. The vendor shall repair or have repaired any damage caused by it or its operations. Upon failure to do either the required clean up or repair within twenty-four (24) hours after request by the KCDA member, the work may be done by KCDA's member and the cost thereof be charged to the vendor and deducted from its compensation. Upon completion of the work, the vendor shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a workmanlike manner, ready for use and satisfactory to KCDA's member.

17. Laws, Ordinances, Codes and Regulations

The vendor shall comply with all Federal, State and local laws, ordinances, codes and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment or procedures used in the work, or which in any other way would affect the conduct of the work. Unless otherwise required by law or regulation, no local building code or enforcement agency, or their adopted building codes, may require that any unit which has been certified by the state be subjected to local inspection to determine compliance with any standard covering any aspect of the unit, or that any inspection fee can be charged. Only local codes that deal with zoning requirements, building setback, maximum area and fire separation requirements, site development and property line requirements and requirements of on-site utility terminals are permitted, or as established by state law. The vendor shall indemnify and save harmless KCDA or its member against any claims arising from the violation of any such laws, ordinances and regulations. The vendor shall also satisfy all authorities having jurisdiction and, where necessary, obtain such permits as may be required. Time delays or additional costs caused by compliance with any law or regulation shall not be cause for time extension or extra payment by KCDA or its member. Any aspect of the manufacture, installation, or relocation of a factory-built unit not covered by a building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in the United States.

Factory-built buildings that are manufactured out-of-state may not enter some states until an engineer who is registered in that state has certified the detailed plans for the building. Such certification shall be prior to construction. Factory-built buildings shall be installed in accordance with state rules, with plans approved pursuant to state law. The vendor agrees to prepare any necessary application form, pay all administrative and review fees, and provide all necessary documentation as identified by state law or rule. A copy of the application and forms shall be made available to the member, upon request.

The vendor or manufacturer shall not charge the member any costs incurred in the inspection of factorybuilt buildings or dealer facilities, or for technical services by a state office or authorized local enforcement agency. No installation will be made until approved by an appropriate zoning department of the county, municipality or other political subdivision where the installation is to occur. No installation will be made without an approved foundation plan.

18. Project Shop Drawings, Specifications and Submittals

Prior to construction of a unit or subassembly, plans shall be approved by the member agency in accordance with relevant state law, if any. Shop drawings, which are herein defined as drawings, illustrations, computations, charts, brochures, and manufacturer's details, are required to be furnished by the vendor to show details of the project as may be requested. Prior to furnishing shop drawings, the vendor shall verify all details and coordinate with manufacturers and subcontractors to ensure correctness

and conformance to the plans and specifications. If shop drawings differ from approved contract requirements, the vendor shall so advise the member with written notice stating the reason for the difference.

Shop drawings shall be transmitted to the member by the vendor only and not by manufacturers or subcontractors. Format and procedure for transmittal shall be established by the member agency. The vendor shall submit shop drawings in orderly sequence and with such promptness as necessary to allow for reasonable checking time and subsequent completion of the work as provided by the contract. KCDA member shall review and return shop drawings with reasonable promptness. Three (3) copies of each shop drawing shall be provided by the vendor. One (1) set shall be returned to the vendor; either approved, marked for changes, or marked for rejection and re-submittal. The vendor shall make any corrections required by the KCDA member and shall re-submit three (3) copies each, until approved.

Work on any part of the project requiring shop drawings shall not be started until the drawings have been approved by the KCDA member. No changes shall be made after the drawings have been approved unless authorized by the KCDA member. The member's review and approval of shop drawings is limited to checking for conformance with design concepts of the project. The vendor shall be responsible for all details, quantities, dimensions, materials, coordination of work with others, and performance of the work in a safe and satisfactory manner. The approval by the KCDA member of any drawing or any method of work proposed by the vendor shall not relieve the vendor of any of its responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by KCDA or its member or any officer or employee thereof, and the vendor shall have no claim under the contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the KCDA member has no objection to the vendor's using, upon its own full responsibility, the plans or method proposed.

19. Acceptance

Acceptance shall be defined as final approval of the project only in that it has been performed, cleaned up, and completed in accordance with plans and specifications.

- It is mutually agreed between the parties to the contract that acceptance of completion of the project shall constitute final acceptance of the work and materials included in the contract on the date of such approval.
- It is provided further that such approval shall not constitute an acceptance of any unauthorized work, that no payment made under the contract except the final payment shall be evidence of the performance of the contract, either wholly or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or improper material. The acceptance of the contract work shall not prevent KCDA or its member from making claim against the vendor under the warranty as set forth below.

20. Documents

A copy of any certification documents will be provided by the vendor/manufacturer to the member, upon request, or as required by law. A copy of any quality assurance manual provided to the state shall be made available to KCDA or member upon request. A copy of any document to be signed by the KCDA member and the vendor that identifies responsibility for engineering and construction documents, permits, work by others, footings, foundation and site work (soil conditions, drainage), utility placement and hookups, water and sewer connections, fire alarm and sprinkler issues, delivery, etc., must be provided to KCDA member upon award of the project. The document will not contain any provisions that differ from this IFB. However, items not covered in this IFB may be considered. KCDA reserves the right to reject any or part of the document that is not in the best interest of its members. The vendor will not require the KCDA member to sign any document, other than required permits and financial papers, which has not been first approved by KCDA. The purpose of this document, if one is provided, will be to clarify the responsibility of both parties to guarantee a smooth delivery and installation of the modular building.
21. Reconstruction

Reconstruction on any factory-built building required because of damage that rendered the unit substantially unfit for the original intended use must comply with the standards and codes; drawings must be approved prior to reconstruction.

22. Warranty

Warranty begins on sign off by the KCDA member and not upon delivery. The manufacturer has the primary responsibility to honor a manufacturer' warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the KCDA Member. For example, if a product has a three-year warranty, but the product is in a turnkey system that has a one-year warranty, the product's three-year warranty must be honored by the vendor. All extended warranties must be passed on, without exception. If upon discovery, the vendor charges KCDA or the KCDA member for a replacement part that the vendor actually received at no cost under a warranty, the vendor will rebate the amount billed.

All materials and equipment incorporated into any work covered by the contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use and all workmanship shall be in accordance with best construction practices acceptable and subject to the inspection and acceptance of KCDA or its member. The vendor expressly warrants to the KCDA member that all materials, labor and equipment furnished from all faults and defects are in conformance with requirements of the contract. If within two (2) years of the date of acceptance of the work by the KCDA member, or such longer time period as may be prescribed by law or by the terms of any special warranty set forth in the contract, any work is found to be defective or not in accordance with the contract, the vendor shall correct it promptly after receipt of notice from the KCDA member.

If the vendor, after notice, fails within ten (10) days to proceed to comply with the terms of this warranty, the KCDA member may have the defects corrected and the vendor and its surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of member agency, delay would cause serious loss or damage, repairs may be made without notice being given to the vendor, and the vendor shall pay the cost thereof. Components and subassemblies may have shorter or longer warranties provided by a manufacturer or the vendor, and if so, those warranties shall prevail, i.e.; HVAC unit or Refrigerator which would carry standard manufacturer warranties.

23. Primary Vendor Contacts

Vendor will designate specific contact individuals by state or location (i.e. Foreman, Project Manager) who will represent the various projects for KCDA members during the agreement period. These contact persons will correspond with each ordering KCDA member for technical assistance, problems, or questions that may arise. This information may be distributed to KCDA members upon award of this bid.

24. Audit Rights

In accordance with applicable law of KCDA or KCDA member agencies, the vendor's books and pertinent related records related to this contract may be audited at a reasonable time and place.

25. Liens

All materials and services shall be free of all liens.

26. Most Favored Customer

The vendor agrees all prices, terms, warranties and benefits granted by the vendor to KCDA members through this contract are comparable to or better than the equivalent terms being offered by the vendor to any present customer meeting the same qualifications or requirement. If the vendor, during the term of this contract, enters into arrangements with existing or potential KCDA members within the designated state providing greater benefits or terms that are more favorable to the KCDA entity, the vendor agrees to notify KCDA of the agreement and offer the same pricing and terms to all KCDA members from that

point forward to the end of the contract period. The vendor must agree they will not provide an equal or lower cost to any state or multi-state contract for a volume less than that through KCDA.

27. Order of Precedence

In the event of a conflict in the provisions of the contract as accepted by KCDA, the following order of precedence shall prevail:

- 1. KCDA Special Provisions Attachment C
- 2. Specifications and scope of work
- 3. General terms and conditions
- 4. Attachments and exhibits
- 5. Documents referenced or included in the solicitation

28. Prime Contractor

For the purpose of this IFB, a vendor will be considered a prime contractor and not a subcontractor. Any vendor paid directly by KCDA is a prime contractor; a contractor pays a subcontractor. Prime contractors using subcontractors are responsible for all actions of its subcontractors.

O. AWARD

1. Evaluation

It is the intent of KCDA to award a manufacturer's complete line of products based on the specifications provided when possible and advantageous. KCDA expects to award to the lowest responsive and responsible bidder per unique manufacturer specifications that meet IFB terms, conditions, and criteria specified. An award is at the sole discretion of KCDA. KCDA reserves the right to reject any or all proposals, accept the proposal(s) that are deemed most advantageous for KCDA member agencies, and waive any irregularities in the solicitation process.

Awarded vendors will be required to turn in updated specifications for the manufacturers awarded.

The following criteria will be used in evaluating responses to this IFB. An award is anticipated to be made to a bidder with the highest rating per manufacturer product line. Subsequently, multiple awards may be made.

Pricing	60
 Market basket analysis will be used 	00
Performance	
• Ability, capacity, and skill to perform contract (10)	15
• Previous performance (5)	
Proper submission	
• Binder (2)	
• Thumb/flash drive (2)	10
• Required forms provided & signed (4)	
• Manufacturer Authorization Letter (2)	
Responsible Bidder Criteria	
• WA State UBI (5)	
• WA L&I verified contractor (4)	15
• WA State excise tax req (DOR open account) (3)	
• State/Federal debarment verified (3)	
TOTAL POSSIBLE POINTS	100

Evaluation Criteria and Weight

Clarification and/or Discussions

Clarification of a response may be necessary. KCDA will communicate with the bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or irregularities. Clarification is accomplished by explanation or substantiation, either in response to an inquiry from KCDA or an inquiry initiated by a bidder. Clarification does not give a bidder the opportunity to revise, change or modify their response in any way. Discussion takes place after the initial receipt of proposals. KCDA reserves the right to conduct discussions with bidders whose responses are determined to be reasonably inclined toward receiving a contract award. Discussion may occur when oral or written communications between KCDA and the bidder are conducted for the purpose of clarifying information to determine the acceptability of a response. KCDA will not assist the bidder in bringing the bidder's response to the same level as other responses received by KCDA. Further, KCDA will make no indication of pricing or other information received from other bidders.

<u>**Competitive Range:**</u> KCDA reserves the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

P. ORDER PROCESS

- 1. Please confirm organization's membership with KCDA (www.kcda.org). If you have any questions, please contact KCDA Customer Service at 800-422-5019 or by email customerservice@kcda.org.
- 2. Vendor will submit a signed and dated proposal or quote to each interested KCDA member in accordance with the pricing awarded under this contract. If pricing has been negotiated due to volume purchasing, the price must be noted as negotiated and the negotiated price must be less than the firm price quoted. Vendor must specifically state the KCDA contract number #23-255 on their proposal to each KCDA member. This proposal must identify the member's contact name, e-mail address and phone number of the person responsible for approving this purchase. This member contact information is critical, and if not provided, may be grounds for delaying the processing of the order as well as eventual payment to the Vendor.
- 3. Members should send a copy of their PO made out to KCDA and a copy of the Vendor quote to the Contract Specialist designated on the Awarded Contracts page. Upon KCDA's verification of membership and pricing, KCDA will create and forward a KCDA Purchase Order to the designated point of contact at Vendor. The Contract Specialist will request additional information, such as scope of work and item/part number along with pricing for each line item as needed. Failure to provide adequate evaluation information may result in delay of approval by Contract Specialist.
- 4. A copy of the order will be kept on file at KCDA.
- 5. Vendor must not commence delivery, services or installation using the KCDA contract without receiving a Purchase Order from KCDA.
- 6. Orders processed against this contract by customers who are not KCDA members or without e-mailed approval from KCDA are in violation of contract #23-255 specifications. Vendors not following proper procedures may be removed from consideration for future awards.
- 7. Invoicing: Vendor will send invoice to KCDA. KCDA will contact the customer for approval. Once approval is received, KCDA will invoice the customer for the work on the vendor's invoice. After KCDA receives payment from the customer, KCDA will pay the vendor less the 2% service fee.
- 8. KCDA reserves the right to revise the ordering process above at its discretion, if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with Vendor as needed.

Q. CHANGE ORDERS

A change order refers to changes in the proposal/statement of work originally agreed to by the member, vendor, and KCDA, as referenced on the original authorized KCDA purchase order.

Whether initiated by the member or vendor, all parties must agree to the cost adjustments to the project.

1. Change Order Process: When KCDA receives a change order signed/approved by both the member and the vendor, KCDA will review the proposal against the awarded contract and revise the original KCDA

PO to the vendor by adding additional PO lines for each change order and forwarding a revised KCDA PO to the vendor, reflecting the new totals.

- 2. Revised PO Process: The member may email a revised PO to KCDA, attaching a copy of the change order or the proposal for review. Once KCDA verifies quoted prices against the contract, KCDA will revise the original KCDA PO to the vendor by adding additional PO lines for each change order and forwarding a revised KCDA PO to the vendor, reflecting the new totals.
- It is imperative to clearly communicate, and document all change order requests or directives and approvals, whether verbal, written, or emailed.
- No changes will be made to a KCDA PO unless authorized representatives of the member and vendor have agreed to the costs via signed change order or revised PO.
- Vendor must submit appropriate justification per contract documents as a proposal to KCDA.
- The approved change order or revised PO, along with supporting proposal/documentation must be reviewed by KCDA for pricing and scope approval in order to update the existing PO.
- KCDA's Purchase Order must match the vendor Payment Application.

R. CHRISTIAN DOCTRINE Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Signature_

Must be the same signature that appears on the bid response forms



Vendor:

ESTIMATED DELIVERY TIME AFTER RECEIPT OF ORDER:

DAYS

NOTE: for 28x32, 28x64 and 42x64, quote price per building, not shipping section.

A. BASE DELIVERY WITHIN 25 MILE RADIUS:

BAS	E DELIVERY WITHIN 25 MILE RADIUS:	PRICE/EACH
1	28'x32' Single	
2	28'x64' Double	
3	42'x64' Double	
4	70'x64' Multi-Unit Classroom Complex	
-		

DELIVERY CHARGES ARE FOB FACTORY

B. CHARGE FOR DELIVERY OUTSIDE OF 25 MILE RADIUS:

PRICE/MILE

1	28'x32' Single	
2	28'x64' Double	
3	42'x64' Double	
4	70'x64' Multi-Unit Classroom Complex	
-		

DELIVERY CHARGES ARE FOB FACTORY

C. NEW BUILDING PRICING: (required)

Please note: The buildings listed are a representation of the classrooms used by KCDA members. You are required to bid the following items as detailed in the floor plans and specifications provided in the bid.

Buildings listed are to be priced fully installed on a compliant pressure treated wood pony wall foundation system with all required tie-downs and skirting included (ramp is not part of base bid). PRICE/BLDG

	act (ramp is not part of baco bra).	
1	28'x32' Single Modular Classroom without restroom	
2	28'x64' Double Modular Classroom without restroom	
3	28'x64' Double Modular Classroom with restrooms and kitchen	
4	42'x64' Double Modular Classroom without restroom	
5	42'x64' Double Modular Classroom with restrooms and kitchen	
6	70'x64' Multi-Unit Classroom Complex	

You may also add any other sized buildings that you would like to bid on. This may be done as a separate attachment or under Value Added Options.

D. RELOCATION PRICING: (required)

Includes dismantle, set-up and freight (within 25 miles). Does not include decks and ramps, engineering, utilities or permits. Assumes base bid site conditions

COIR		FRICE/EACH
1	28'X32'	
2	28'X64'	
3	42'X64'	

E. CUSTOMER SELECTED OPTION PRICING: See below Pricing Guidelines

PRICE/EACH

DDICE/EACH

1	14'x64' Multi-Unit Complex, Left Hand Unit Section	
2	14'x64' Multi-Unit Complex, Center Section	
3	14'x64' Multi-Unit Complex, Right Hand Unit Section	



Vendor:

4	Accessible ADA Restroom for 28'x32' Single Classroom	
5	Accessible ADA Restroom for 28'x64' Double Classroom	
6	Accessible ADA Restroom for 42'x64' Double Classroom	
7	4'x4' Vinyl Window with Mini-blind	
8	6'x4' Vinyl Window with Mini-blind	

Delete Exterior GYP Sheathing under Exterior Siding:

10	28'x32' Single Classroom - (Deduct)	
11	28'x64' Double Classroom - (Deduct)	
12	42'x64' Double Classroom - (Deduct)	

5/8" Vinyl Wrap Sheet rock vs. 5/8" Interior Sheet rock and 1/2" Tack board:

13	28'x32' Single Classroom - (Deduct)	
14	28'x64' Double Classroom - (Deduct)	
15	42'x64' Double Classroom - (Deduct)	

16	2'x4'x7' Plastic Laminate Teacher's Cabinet
17	8' Student Coat Rack with 12" Shelf
18	4'x4' White Board with Chalk Tray
19	4'x6' White Board with Chalk Tray
20	4'x8' White Board with Chalk Tray
21	Duplex Receptacle
22	Controlled Duplex Receptacle
23	Meterbase
24	5' Base Cabinet with Sink
25	Interior Hollow Core Door with Passage
26	ADA Hi-Lo Drinking Fountain With Bottle Filler
27	Schlage "D Series" locksets at interior doors in lieu of "A Series"
28	5' Base Cabinet with Sink & Hot Water Heater

(Price if added without Accessible ADA Restroom Option)

Deduct for 6" overhang to:

29	28'x32' Single Classroom	
30	28'x64' Double Classroom	
31	42'x64' Double Classroom	

Add 16" Overhang to:

32	28'x32' Single Classroom	
33	28'x64' Double Classroom	
34	42'x64' Double Classroom	

Add 5/16" Hardipanel Cedarmill Siding in lieu of Duratemp T1-11. Provide OSB or

plywood sheathing where required for structure:

35	28'x32' Single Classroom	
36	28'x64' Double Classroom	



Vendor:

37	42'x64' Double Classroom	

Add HardieSoffit Vented Cedarmill in lieu of open soffit:

38	28'x32' Single Classroom	
39	28'x64' Double Classroom	
40	42'x64' Double Classroom	

Add 1/2" Hardiebacker cement board over 1-1/8" APA rated Sturd-I-Floor T&G -

glued and nailed deckin	g in lieu of 23/32" APA rated T&G:

41	28'x32' Single Classroom	
42	28'x64' Double Classroom	
43	42'x64' Double Classroom	

Add for 50 pound Roof Load to:

44	28'x32' Single Classroom	
45	28'x64' Double Classroom	
46	42'x64' Double Classroom	

Add commercial carpet with base, Installed to:

47	28'x32' Single Classroom	
48	28'x64' Double Classroom	
49	42'x64' Double Classroom	

Blocking between base pads of foundation:

50	28'x32' Single Classroom	
51	28'x64' Double Classroom	
52	42'x64' Double Classroom	

- 53 Add Backfill Kicker Detail to 28'x64' & 42'x64' Classrooms:
- 54 Add Expanded Steel Vents to Foundation, Price Each

Options for Daycare and Special Configuration:

55	Add Upper Cabinets to Kitchen	
56	Additional Tamper Proof AC Receptacles for Daycare Unit	
57	Add ADA Dishwasher Option	
58	Add 15.6 Cubic Foot Refrigerator	
59	Add for 30" Free Standing Residential Range & Hood	
-		

60 Add for Washington State Engineered Electrical Submittal

Fully Engineered Aluminum Porch Cover:

61	Single Classroom 6'x6'	
62	Free Standing Single 6'x6'	
63	Double Classroom 6'x12'	
64	Free Standing Double 6'x12'	
65	Double Classroom 6'x16'	
66	Free Standing Double 6'x16'	



Vendor:

67	Cover Over Ramp 6'x28'	
68	Free Standing Cover Over Ramp 6'x28'	
69	Cover Over Ramp 6'x30'	
70	Free Standing Cover Over Ramp 6'x30'	
71	Cover Over Ramp 6'x38'	
72	Free Standing Cover Over Ramp 6'x38'	

F. ALUMINUM RAMPS AND LANDINGS:

Welcome Ramp Systems, EZ-Access, or APPROVED (must specify): _____

<u>Star</u>	ndard 28' offset ramp w/flush end transition:	PRICE/EACH
1	5'x5' Landing w/28' Ramp Single	
2	15'x5' Landing w/28' Ramp Double	

Standard 30' offset ramp w/flush end transition:

3	5'x5' Landing w/30' Ramp Single	
4	15'x5' Landing w/30' Ramp Double	

Additional Landing Option:

5	5'x5' Landing with one Rail, Handrail	
6	5'x5' Landing with one Rail, Guardrail	
7	Upgrade from 5'x5' Landing to 5'x6' with one rail	

Switchback Landing Option:

8	5'x10' Switchback Landing with Returns, Handrail	
9	5'x10' Switchback Landing with Returns, Guardrail	

Landing/Stair to Alternate Entrance Options:

10	Add 5'x5' Landing w/ 4-Rise 3-Steps with Handrail	
11	Add 5'x5' Landing w/ 5-Rise 4-Steps with Guardrail	

Additional Ramp Per Lf.

12	Handrail	
13	Guardrail	
14	Upgrade from Handrail to Guardrail for overheight, per LF	

Note: Owner/client to provide toe at ramp end

Stair Options:

3-St	3-Step, 4-Riser Stair			
15	With Handrail			
16	With Guardrail			
4-St	4-Step, 5-Riser Stair			
17	With Handrail			
18	With Guardrail			

19	Add 4-Foot Wide Steps to Landing	
20	Add 5-Foot Wide Steps to Landing	



Vendor:

			1
121	Add 6-Foot Wide Ste	os to Landing	1
			4

Installation for Aluminum Ramps and Landings:

22	Standard 5'x5' Landing with 28' or 30' Ramp		
23	Standard 15'x5' Landing with 28' or 30' Ramp		
24	Install Steps to Landing		
25	Additional Components: Landings, Ramp Sections, Each		
26	Wood ramp system single classroom		

27 Wood ramp system double classroom

For Lease Pricing and Value Added Options, see additional sheets. Attach as necessary.

PERFORMANCE BOND

Provide rates or how performance bond is calculated.

R.S. MEANS PRICING

Any additions that are specific to a project/building installation may be covered by R.S. Means. Please indicate your method of R.S. Means costing below:

R.S. Means _____%

PRICING GUIDELINES

NOTE: If an option is included in the price of the base building write <u>incl</u> in pricing area. If an option is not available to the building you are bidding, write $\underline{n/a}$ in the pricing area. Otherwise, all items must be bid. If there are additional options you would like to add, please enclose under separate cover. Pricing is not to include taxes.

Pricing **MUST** include KCDA service fee of 2%.

Pricing is based on site being flat, level and truck accessible, ground compaction to 2000psf.

All utility connections by customer (i.e. water, sewer, electrical).

All plumbing connections from bottom of floor joist to service connection by customer.

Concrete flat work for building access to be paid by customer after building installation.

Perfomance bond not included in base price but must be added at bonded rate for project - advise how costed above.

All appliances by customer unless noted on specification; may be offered and priced in Value Added Options.

Add separate pricing for additional states - or - provide multiplier to WA pricing for additional states' pricing



G. LEASE PRICING:

Provide lease rates or calculations and provide a summary of lease process.

Atta	Attach a separate document as needed.		24 mo	36 mo	48 mo	60 mo
1	28'x32' Single Modular Classroom without restroom					
2	28'x64' Double Modular Classroom without restroom					
3	28'x64' Double Modular Classroom with restrooms and kitchen					
4	42'x64' Double Modular Classroom without restroom					
5	42'x64' Double Modular Classroom with restrooms and kitchen					
6	70'x64' Multi-Unit Classroom Complex					



H. VALUE ADDED OPTIONS:	PRICE/EACH



ATTACHMENT E Company Profile

IFB #23-255 Modular/Portable Buildings & Related Services

COMPANY CONTACT INFORMATION

Company Name:		Website:	
Company Address:			
City:	State:	Zip:	
Contact Person:	Titl	e:	
Contact Phone:			
State of WA Department of			
Licensing Contractor's Registration No.			-
State of WA UBI Number			-
State of WA Department of			
Employment Security No.			
Washington State Excise Tax Registration No			_
Federal Tax ID Number			-
SAM.gov – Unique Entity ID			_

BACKGROUND

Note: Generally, in high level contracts, KCDA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. KCDA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a \Box public company \Box privately owned company.

In what year was this business started under its present name?

Under what other or former name(s) has your business operated?

Is this business a <u>corporation</u>? \Box No \Box Yes. If yes, please complete the following:

Date of incorporation: State of incorporation:

Name of President:

Name(s) of Vice President(s):

Name of Secretary:

Name of Treasurer:		
Is this business a <u>partnership</u> ? \Box No \Box		
Date of organization:	State founded:	
Type of partnership, if applicable	2:	
Name(s) of general partner(s):		
Is this organization individually owned?		
Date of organization:	State founded:	
Name of owner:		
This organization is a form other than the	ose identified above. \Box No	\Box Yes.
<i>IF THE ANSWER IS YES</i> , desc and titles of the principals.	cribe the company's format,	year and state of origin, and names
COMPANY HEADQUARTER LOCATIO		
City:		
Main Phone Number:	How long at	this address?
COMPANY BRANCH LOCATIONS Branch Address:		
City:		
Branch Address:		
City:		
Branch Address:		
City:		
Branch Address:		
City:		
If more branch locations, insert informa		
SALES HISTORY		

Provide your company's annual sales for 2020, 2021 and 2022 in the United States by the various public segments:

	2020	2021	2022
K-12 (public & private), Educational Service Agencies	\$	\$	\$
Higher Education Institutions	\$	\$	\$

Counties, Cities, Townships, Villages	\$ \$	\$
States	\$ \$	\$
Other Public Sector & Non-profits	\$ \$	\$
Private Sector	\$ \$	\$
TOTAL	\$ \$	\$

WORK FORCE

1. Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

2. Sales Force: Provide total number and location of salespersons employed by your company in the states of Washington, Oregon, Idaho, Montana and Alaska by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State

3. Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the states of Washington, Oregon, Idaho, Montana and Alaska completing the following: (*To insert more rows, hit the tab key from the last field in the State column.*)

Center Type	City	State

- 4. In-house Resources: Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation.
- 5. Sales Training: Explain how your company will educate your sales staff on the KCDA contract including timing, methods, etc.

ENVIRONMENTAL INITIATIVES

- 1. Describe how your products and/or services support environmental goals.
- 2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).

COOPERATIVE CONTRACTS

- 1. Does your company currently have contracts with other cooperatives (local, regional, state, national)?
 - If YES, identify which cooperatives and the respective expiration date(s).

If YES and your company is awarded a KCDA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole manufacturer/provider of all goods and services provided under this contract, the following must be answered:

- 1. Selection Criteria for Independent Providers: Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
- 2. Current Subcontractors, Distributors, Installers, Etc.: Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

DISCLOSURES

- 1. Letter of Line of Credit or Annual Financial Report (REQUIRED): Attach a letter from the business's chief financial institution indicating the current line of credit available in its name <u>and</u> evidence of financial stability for the past three calendar years (2020, 2021 and 2022). This letter should state the line of credit as a range (i.e., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
- **2.** Legal: Does this business have actions currently filed against it? \Box No \Box Yes.

IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

Provide contact information of your company's five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Signature _____

Must be same signature that appears on the bid response forms



ATTACHMENT F Deviations

IFB #23-255 Modular/Portable Buildings & Related Services

INSTRUCTIONS:

- 1. If "NO" is checked below, complete this form by signing it at the bottom.
- 2. If "YES" is checked below, either insert answers into this form or create a Microsoft Word table format to provide narrative explanations of exceptions. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
- 3. Scan this form plus any attachments into a single PDF document.
- 4. Title the file "Attachment F Deviations".
- 5. Exceptions to local, state or federal laws cannot be accepted under this bid.

NO, this bidder does not have deviations (exceptions or alternates) to any terms, conditions and/or specifications listed in the bid documents.

YES, this bidder has the following deviations to the terms, conditions and/or specifications listed in the bid documents.

Section/Item	Specification (describe)	Details of Deviation

Signature _____



ATTACHMENT G Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (2/1/2023), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Nan	ne		
Signature of Authorize	d Official*		
Printed Name			
Title			
Date	City		State
Check One:			
Sole Proprietorship 🗆	General Partnership □	LLC \Box	Corporation \Box
State of Incomposition	arifact a comparation Stat	ta whara bu	sings antity was formed.
State of Incorporation, (or if not a corporation, Stat	te where bus	siness entity was formed:

If a co-partnership, give firm name under which business is transacted:

^{*} If a corporation, proposal must be executed in the corporate name by the president or vicepresident (or any other corporate officer accompanied by evidence of authority to sign). If a copartnership, proposal must be executed by a partner.



ATTACHMENT H Subcontractor/Self Performance Form

IFB #23-255 Modular/Portable Buildings & Related Services

Will you be self-performing 100% of the HVAC, Plumbing and Electrical work? Yes____ No____

If not, what percentage will be performed by subcontractors?

HVAC		%
Plumbing		_%

Electrical ____%

List the subcontractors you believe you will be using during the term of this contract for the trades listed below. This is required as projects could be awarded valued at \$1,000,000 or more. List by state and county. Actual subcontractors to be used will be confirmed to the KCDA member agency in advance of any awarded project. This will give KCDA members the opportunity to review which subcontractors you may utilize for projects which exceed \$1,000,000.

	HVAC	Plumbing	Electrical
Washington Counties			
Oregon Counties			
Idaho Counties			
Montana Counties			
Alaska Counties			

	Structural Steel Installation	Rebar Installation
Washington Counties		
Oregon Counties		
Idaho Counties		
Montana Counties		
Alaska Counties		

Name of Bidder:



Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, KCDA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in KCDA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as KCDA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by

Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Respondent will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

Davis Bacon Act and Copeland "Anti-Kickback" Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements. In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at https://sam.gov/content/wage-determinations. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination. As this Project is also subject to Washington Prevailing Wage requirements, Respondent and its Subcontractors of all tiers must pay the higher of the two wages (Prevailing and Davis-Bacon) when they are not the same.

Respondent further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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 Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of

mechanics or laborers, Respondent shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify KCDA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549. Respondent will comply, and shall assist the Client and KCDA in complying, with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. 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 award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. See 2 CFR 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Profit as a Separate Element of Price

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.324(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with KCDA.

General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By <u>initialing the table</u> (1-12) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent</u> <u>Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name

Date



EXHIBIT A Pricing Information

IFB #23-255 Modular/Portable Buildings & Related Services

PRICING SCHEDULE

- Bidders shall provide a discount and price schedule for modular buildings. Bidders shall use Attachment D Price List, provided in the bid document.
- Pricing must include KCDA 2% administrative fee
- Pricing is based on site being flat, level and truck accessible. Ground compaction to 2000 psf.
- Pricing must include options for leasing terms of 12, 24, 36, 48, and 60 months.
- Pricing for installation, alteration, repair and relocation of factory-built buildings by a licensed and bonded master installer is required.
- Pricing does not include taxes.

The pricing schedule is to include and consider the following:

- All utilities connections by customer (i.e. water, sewer, electrical).
- All plumbing connections from bottom of floor joist to service connection by customer.
- Concrete flat work for building access to be paid by customer after building installation.
- Performance Bond not included in base price but will be added at bonded rate for project. Indicate rate for bonding on pricing sheet.
- All appliances by customer unless noted on specification.

Delivery Time

Indicate the number of days for delivery after receipt of a purchase order.

Delivery Charges

Delivery charges are FOB Factory.

Foundation Depth/Soil Conditions

Foundation depth and soil conditions are not defined as they may vary from state-to-state. Use "normal" foundation depth and soil conditions applicable in each state. Any actual need for deviation at the time of the project must be documented and priced by RS Means.

Installation of Factory-Built Buildings

All items listed within this bid request must include installation on a compliant pressure treated wood pony wall foundation with all required tie-downs and skirting included. If non-standard products are provided as part of your bid response, provide pricing for installing these non-standard products. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services.

Relocation of Existing Factory-Built Buildings

Provide pricing for relocating the items listed to new locations. Price is to include dismantling, set-up, and freight (within 25 miles). Work shall be in accordance with the specifications and scope of work contained in this IFB. If additional relocation pricing is provided as part of your bid response, pricing must be complete, and include all materials and services.

Ramps/Landings/Stairs

Provide pricing for furnishing and installing the materials and services necessary to provide ramps, landings, and/or stairs to factory-built buildings. Products are to be IBC and ADA compliant. Specify the manufacturer to be used. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services.

Payment & Performance Bonds

Indicate the additional cost, if any, to provide a 100% Payment & Performance bond, when required by state law or requested by the KCDA member. Cost shall be listed as a percentage of purchase price and will be paid by the KCDA member.

OPTIONS AND VALUE-ADDED PRICING

Options/Upgrades/Deducts

Provide options, deducts and upgrades. Options may include steel, aluminum, or wood materials, optional equipment and design. Include a complete description and unit price for each.

Used Buildings/Existing Inventory

If desired, provide pricing on used buildings/existing inventory as part of your proposal. Indicate how pricing will be determined for those units. If a discount off the published price list is used, indicate the name of the price list and the percentage discount. Attach a copy of the latest price list that would reflect the formula of discount for the used buildings.

Extended Warranty

Provide pricing for all extended warranty plans.

Foundations

All items listed within this bid request must include foundation as part of your bid response on the price pages. Foundations plans and specs will be required to be submitted - upon request. If non-standard products are provided as part of your bid response, provide pricing for furnishing and installing foundations for non-standard products. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Include the following prices as a minimum:

• Temporary foundation (i.e., concrete block footings and/or adjustable piers)

Tie-Downs

All items listed within this bid request must include required tie-downs. Include 12 tie-downs plus or minus per code inspection. If non-standard products are provided as part of your bid response, provide pricing for furnishing and installing tie-downs for non-standard products. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Include the following prices as a minimum:

- Temporary (auger and/or cross bar type)
- Permanent (bolted to metal plates in permanent foundations, attach to permanent foundation with treated sill plate by others.)

Utility Development and Connection

Provide pricing for furnishing and installing the materials and services necessary to complete utilities connections from the factory-built building to the closest appropriate existing connections. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify any contingencies associated with this work. Include the following prices as a minimum:

- Electrical
- Sewer/wastewater
- Natural gas or propane
- Water

Skirting

All items listed within this bid request must include skirting as a component of your foundation as part of your bid response on the price pages. If non-standard products are provided as part of your bid response, provide pricing for furnishing and installing the materials and services necessary to provide skirting for non-standard products. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify types available and the cost for each. Include the following prices as a minimum:

- Wood skirting
- Metal skirting

Ventilation and Access Assemblies

All items listed within this bid request must include the required ventilation as a component of your foundation as part of your bid response on the price pages. If non-standard products are provided as part of your bid response, provide pricing for furnishing and installing the materials and services necessary to provide ventilation and access assemblies to crawl spaces of non-standard products. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify types available and the cost for each. Include the following prices as a minimum:

- On grade
- Sub grade

Engineering, Design and Drawings

Provide pricing for furnishing the engineering, design and drawing services associated with installation of the factory-built building. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify contingencies and the cost for each.

Site work

Provide pricing for furnishing and installing the materials and services necessary to provide site work associated with installation of the factory-built building. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify contingencies and the cost for each. Include the following prices as a minimum:

- **Excavation** (pricing per cubic yard)
- **In-fill** (pricing per cubic yard)
- Concrete sidewalks 4 feet wide x 4 inches, broom finish, over thick 4 inch crushed rock
- Asphalt sidewalks 1 ¹/₂ inches x 4 feet wide, over thick 4 inch crushed rock

• Fire lanes - 20 feet wide, 6 inch asphalt, over thick 4 inch crushed rock

Landscaping and other applicable site work services per RS Means pricing

OTHER WORK

Work shall be in accordance with applicable codes, rules and regulations. Pricing must be complete and include all materials and services. Specify contingencies and the cost for each.

Rather than listing prices for all potential "other work", the current RS Means Facilities Cost Book must be used. The Division 1 sections which are <u>eliminated</u> are:

- 01 11 31
- 01 21 16
- 01 21 53
- 01 21 55
- 01 21 57
- 01 21 61
- 01 21 63
- 01 31 13
- 01 32 13
- 01 32 33
- 01 41 26

These sections, if needed, shall be figured into the contractor's coefficient.

For the remainder of the book, use the right-hand column (total includes overhead and profit) for the work to be performed. Then apply the City Cost Index and then apply the coefficient.

Contractor will identify City Cost Index for city closest to the project.

Contract pricing shall be based upon a coefficient to be applied to an approved Unit Price Book (UPB).

Contract pricing should identify City Cost Index applied to RS Means pricing.

Contractor shall provide members with an itemized project cost prior to starting any job. Project cost shall include:

- UPB Name
- UPB Date
- Date of Quote
- Line Number
- Item Number
- Item Description
- Number of Units
- Unit Price
- Total Line Cost
- Line Items
- Sub-total coefficient amount
- Grand total
- Provide City Cost Index

Items that cannot be found in the UPB or other approved RSMEANS cost data index are considered "non pre-priced" items. If the UPB or other approved cost data index contains an item that is basically the same in form, fit and function, it may be used to price a non pre-priced item. If such pricing is used, substantiating rationale and documentation shall be included in the line item cost sheet. If like items cannot be found in the UPB, contractor shall obtain three written quotes for a non pre-priced item and submit the quotes to the KCDA member. The KCDA member shall determine the most appropriate quote to use for adding the item to the UPB. Upon approval from the member, the non pre-priced item shall become part of the UPB and available for any job.

Contractor shall not provide a new item unless and until the KCDA member approves it. A coefficient to be applied to the cost of non pre-priced items shall be provided. Coefficients shall be provided for normal business hours (M-F, 7 a.m.-5-p.m.) and "other" hours (after hours, weekends, holidays, etc.). "Other" hours shall only be worked with prior approval from the member representative.

Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to the direct cost of doing the work, labor, overhead, general and administrative, profit, project office expenses, mobilization and close-out costs, insurance, compliance with environmental and other applicable laws, protective clothing and equipment, traffic and work site barriers, computer systems and software, vehicles, maintenance and fuel, and all contingencies connected to performing the work. No additional payment shall be allowed for these items.

Labor, equipment and material prices shall be adjusted in accordance with the prices in each new edition of the UPB. Adjustments shall be to the UPB only. No adjustment shall be applied to cost items comprising the coefficient. No upward adjustment shall apply to jobs awarded prior to effective date of the adjustment, regardless of the date of commencement of work.

All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise.

Quantities used on individual jobs shall be taken from field measurements or design plans, as appropriate, without allowance for waste.

Additional Charges

Indicate any additional charges that might apply under an awarded contract. Provide a description and price for each. (Various states have laws that may require specific charges or labor rates.)









SINGLE PORTABLE - 28' x 32'











SINGLE PORTABLE - 28' x 32'





IFB #23-255 EXHIBIT B – SPECIFICATION & DRAWINGS

					DESIGN I	LOADS:				
Date:	12/31/2022	2 Size:	Size: 28x32		Floor:	40				
Customer:		Desci	ription:	Single Classroom	Wind:	120/B				
Location:	Washingto	n		Modular	Roof:	30				
Project:		Insig	nias:	Washington						
				MBI Seals –One p	per Module					
FOUNDATION		Pressure treated code cor code.	mpliant v	wood pony wall founda	ation system with al	l required tie-downs per				
FLOOR SYSTEM										
Joists:		2x8 @ 16" o.c. with joist	t hangers	at all joists, DF #2 or	better					
Rims:		Continuous 2 x 8 LVL 2	-	-						
		12" high moisture barrie	r installe	lled on perimeter over sheathing at floor rims and end joists						
Bottom cover:		Class "A" woven polyeth								
Insulation:		R-30 – Two layers R-15								
Decking:		23/32" APA rated T&G -		-	component)					
WALL FRAMING										
Framing (exterior):		2x6 @ 16" o.c. with cont Height = 97"	tinuous d	louble 2x6 top plate or	single continuous 2	2x6 LVL 2.0E top plate –				
Framing (interior)		2x4 @ 24" o.c. full heigh	nt to bott	om of structure with 3-	-1/2" acoustic batt i	nsulation				
Columns:		Wood or steel end columns only								
ROOF STRUCTUR	E									
Framing:		2x10 rafters @ 24" o.c.,	hem-fir #	#2 or better. Roof pitch	n = 3/12.					
		12" roof overhang on all	sides of	building						
Bottom cover:		Air Barrier material mee	ting AST	TM E-2178 and ASTM	E-84 – Class A					
Ridge beam:		Continuous ridge beam that clear spans to exterior walls and cross-walls (no exposed interior posts)								
Insulation:		R-38 and as required by code: batts, blown, or foam. Provide insulation furring below rafters to								
Sheathing:		allow for vent space above. 7/16" APA rated (24/16) minimum								
Venting:		Continuous soffit & ridge								
EXTERIOR WALL		0								
Insulation (Exterior):		R-21 fiberglass batt between studs								
Sheathing:		5/8" exterior gypsum board with treated core								
Weather Resistive Ba		Tyvek Housewrap or equal.								
		Moist-stop moisture barrier applied over sheathing and under siding at lower 12" of building and at all corners from floor to roof								
Air Barrier:		Use caulking, tape seals, spray foam, etc. as needed to meet all WA State air barrier requirements and air barrier testing as required by code.								
Siding:		5/8" Duratemp T1-11 with grooves 8" o/c, or 190 Series LP Smartside Panel with grooves.								
		No horizontal breaks in siding except at end walls – Use 4'x9' panels								
Trims:		Finger jointed rough-sawn cedar								
Corners:		1x4 - 2"x2" galvanized flashing installed over siding and under corners								
Mod Line:		1x4								
Fascia & Barge:	F	1x6								
Windows & Doo	ors:	1x4								
Flashings:	F	Z flashing at bottom of siding and at gable end siding break – 2" back leg and $\frac{3}{4}$ " front leg								
Skirting:	F	1/2" Pressure treated CCX plywood skirting - 30" maximum height								
Paint:		MPI #15 latex exterior, low sheen (MPI Gloss Level 3-4)								

IFB #23-255 EXHIBIT B – SPECIFICATION & DRAWINGS

ROOFING											
Cover:	Pabco "Premier" or Owens Corning "Tru Definition Duration" Architectural Shingle – High Wind Application										
Underlayment:	Provide Ice & Water Shield under shingles for 2'-0" from inside wall line at each eave toward ridge, (2) layers of 15# Class B felt applied shingle style under roofing.										
Drainage:	5" prefinished gutters with 4" PVC downspouts										
DOORS	Door hardware to have #626 satin chromium plated finish										
								OSER	PANIC		
	Exterior	1 3'x	5'8" HM/	Galvanized	Paint	SS-	Medec	o or 🛛 🛛 I	LCN	Von	
				Welded	BBRG			U		461 Duprin	
		li		0.37 U-Factor		NRP	Cyline			22L	
	HM=18 ga. insulated steel door with 16 ga. welded steel jamb, weather-stripping, ADA threshold an								-		
WINDOWS	Galvanized flashing installed under siding and over top flange of windows under trim. Install self-adhe							-adhesive			
	flashing over										
	EXT/INT Exterior	QTY Per	SIZE Per	BRAND Prime,	TYPE Horizontal		LAZING al Low- E	FINISH White	FILL	Blinds 1"	
	Exterior	drawings	drawings		Slider		empered	Vinyl	Argon Gas	Alum.	
		urawings	urawings	or equal	Shuci	1	Inpereu	v myi	Gas	Mini	
	NFRC: 0.2	9 U-Factor,	0.39 Shadii		nt	I		1	1	1	
WALL COVER	1/2" Vinylw					-X gypsu	m wallboa	rd			
CEILING	2'x4' Armst	1				0.1			F		
FLOORING/BASE	Provided an	-	-		0	0		,			
INTERIOR TRIM			<u>,</u>								
Walls & Mod Joints:	Vinvlwrap o	Vinylwrap corners and battens									
Windows:	Vinylwrap Oak wood surrounds and casings										
Doors:		Dak wood ca		-							
Exit Signs:	(1) with bra			[
HVAC	(-)										
Comb Hear/AC:	(1) Bard wall hung Heat Pump – 3-ton 10 kw with integral ERV-11 EER rated, with wall curbs, with (1) HVAC door switch timer control per code.										
Supply Ducting:	Round galvanized overhead and insulated flexduct with flexduct sound isolation sleeves at flow controls at wyes – R-4 insulated flexduct										
Diffuser:	24"x24" T-I										
Indoor Thermostat:	(1) Bard 840	03-060 with	microproce	ssor – 7-day	programn	nable auto	omatic setb	ack – dea	dband co	ntrol –	
muoor mermostat.	occupancy i	ntegrated wi	th lighting	system							
Outdoor Thermostat:	(1) outdoor			unit from fac	ctory.						
Return Air:	30"x16" RC		-								
CO2 Sensor:	(1) Bard 84	03-067 - Der	nand Contr	ol Ventilatio	n						
ELECTRICAL											
Service:		ingle phase -		-	wall						
Panel:	(1) 100-amp	<u> </u>									
Material:	Metallic rac		-	-				1			
Receptacles:	(8) 20-amp wall duplex - Leviton CR20 – Half of the receptacles hot and half controlled per code, mounted							, (1) ceiling			
	 (1) 15-amp clock – Leviton 688 (1) Exterior 20-amp GFCI WP – Leviton w/ Internatic WP 1100C cover 										
				viton w/ Inte	ermatic W	P 1100C	cover				
Switches:		ole – Levitor									
Finish:	All devices	1									
Automatic Controls:	nLight nPP2			elay as requ	ired.						
Wire for:	All HVAC										
Interior Lights:	 (9) 2'x4' LED Volumetric Troffer – nLight enabled, 6000 lumen, 53 watts, 4000K with embedded occupancy and daylight sensors communicating on CAT6 Local Network, Lithonia 2BLT4 60L ADPT EZ1 LP840 NESPDT7ADCX 										
	Lithonia 2B	L14 60L AI	JEI EZI LI	7840 NESPI	JI / ADCX	L					

IFB #23-255 EXHIBIT B – SPECIFICATION & DRAWINGS

Exterior Light:	(1) 18-watt LED with vandal resistant cover and integral photocell and 90 min. battery back-up
Ext. Emergency Light:	(1) Dual head with battery backup
Exit-Emergency Combo:	(1) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM
FA Raceway only:	(1) Exterior Horn/Strobe, (1) Pull Stations, (1) Interior Horn/Strobe
	4" square boxes with single gang mud ring (all painted red) – Stub up only with 1/2" flex conduit
Phone/Data Box:	(4) 4" square box, single gang, with ³ / ₄ " conduit up and down
























					DESIGN I	LOADS:								
Date:	12/31/2022	2 Size	:	28x64	Floor:	40								
Customer:		Des	cription:	Double Classroom	Wind:	120/B								
Location:	Washingto	n		Modular	Roof:	30								
Project:		Insi	gnias:	Washington										
				MBI Seals –One p	er Module									
FOUNDATION		Pressure treated code co code.	ompliant v	wood pony wall foundat	tion system with all	required tie-downs per								
FLOOR SYSTEM		code.												
Joists:		2x8 @ 16" o.c. with joi	@ 16" o.c. with joist hangers at all joists, DF #2 or better.											
Rims:			is 2 x 8 LVL 2.0E or double 2x8 lumber											
		12" high moisture barri	er installe	d on perimeter over she	eathing at floor rims	and end joists								
Bottom cover:		Class "A" woven polye	thylene fa	bric	-	•								
Insulation:		R-30 – Two layers R-1:	5 unfaced	fiberglass batt										
Decking:		23/32" APA rated T&C	i – glued a	and nailed (air barrier co	omponent)									
WALL FRAMING														
Framing (exterior):		2x6 @ 16" o.c. with con Height = 97"	ntinuous d	louble 2x6 top plate or	single continuous 2	x6 LVL 2.0E top plate –								
Framing (interior)		2x4 @ 24" o.c. full height to bottom of structure with 3-1/2" acoustic batt insulation												
Columns:		Wood or steel end colu	or steel end columns with steel posts built into crosswall.											
ROOF STRUCTUR	E													
Framing:		2x10 rafters @ 24" o.c.	fters @ 24" o.c., hem-fir #2 or better. Roof pitch = $3/12$.											
		12" roof overhang on a	ll sides of	building										
Bottom cover:		Air Barrier material me	eting AST	TM E-2178 and ASTM	E-84 – Class A									
Ridge beam:		Continuous ridge beam	that clear	spans to exterior walls	and cross-walls (ne	o exposed interior posts)								
Insulation:		R-38 and as required by allow for vent space ab		atts, blown, or foam. Pro	ovide insulation fur	ring below rafters to								
Sheathing:		7/16" APA rated (24/16		m										
Venting:		Continuous soffit & rid	-											
EXTERIOR WALL			0											
Insulation (Exterior):		R-21 fiberglass batt bet	ween stud	S										
Sheathing:		5/8" exterior gypsum be												
Weather Resistive Ba		Tyvek Housewrap or ec												
			- rrier applie	ed over sheathing and u	under siding at lowe	er 12" of building and at								
Air Barrier:		Use caulking, tape seals and air barrier testing a	s, spray fo		neet all WA State ai	r barrier requirements								
Siding:		5/8" Duratemp T1-11 v			LP Smartside Pane	el with grooves.								
		No horizontal breaks in	siding ex	cept at end walls – Use	4'x9' panels									
Trims:		Finger jointed rough-sa	wn cedar											
Corners:		1x4 - 2"x2" galvanized flashing installed over siding and under corners												
Mod Line:		1x4												
Fascia & Barge:	F	1x6												
Windows & Doo	ors:	1x4												
Flashings:		Z flashing at bottom of	siding and	l at gable end siding br	eak – 2" back leg a	nd ¾" front leg								
Skirting:		1/2" Pressure treated Co	-		-	-								
Paint:		MPI #15 latex exterior, low sheen (MPI Gloss Level 3-4)												

ROOFING											
Cover:	Paheo "Prei	mier" or Ou	iens Corn	ing "Tru Definit	ion Dura	tion"	Archi	tectural Sh	ingle _ H	igh Wind	
cover.		Pabco "Premier" or Owens Corning "Tru Definition Duration" Architectural Shingle – High Wind Application									
			nield und	er shingles for 2 ³	-0" from	insid	e wall	line at eac	h eave to	ward ridg	e. (2)
Underlayment:				d shingle style u			•				,=, (=)
Drainage:				/C downspouts		U					
DOORS	-	-		n chromium pla	ed finish						
200115	EXT/INT										
	Exterior										Von
		8"2	x32"	Welded			RG	Schlag		1461	Duprin
				0.37 U-Factor			RP	Cylinde			22L
	HM=18 ga.	insulated st	eel door	with 16 ga. weld	ed steel j	amb,	weath	er-stripping	g, ADA t	hreshold	and sweep.
WINDOWS	Galvanized	flashing ins	talled un	der siding and ov	ver top fl	angelo	of win	dows unde	r trim. In	stall self-	adhesive
				r recommended						Stall Still	
	EXT/INT	QTY	SIZE	BRAND	TYI		GI	LAZING	FINISH	FILL	Blinds
	Exterior	Per	Per	Prime,	Horizo	ontal	Dua	ıl Low- E	White	Argon	1"
		drawings	drawing		Slid	er	Te	empered	Vinyl	Gas	Alum.
			0.00.01	equal							Mini
				ading Coefficien		**					
WALL COVER				utta Tan" over 5			-			-	
CEILING		-		grid with Armstr	ong "Cor	tega	#769	WH files,	8' 0'' AF.	-	
FLOORING/BASE	Provided an	id installed	on site by	others							
INTERIOR TRIM											
Walls & Mod Joints:		Vinylwrap corners and battens									
Windows:	•			and casings							
Doors:		Oak wood c	asings as	required							
Exit Signs:	(4) with braille										
HVAC		11.1		2 . 101		1 5 5	** 11		•.•	1 1	1 (2)
Comb Hear/AC:	(2) Bard wall hung Heat Pumps – 3-ton 10 kw with integral ERV-11 EER rated, with wall curbs, and (2) HVAC door switch timer controls per code.								ind (2)		
				insulated flexdu	ct with fl	evduc	et sour	nd isolation	sleeves	at flow co	ntrols at
Supply Ducting:	-	insulated fl		Insulated Hexdu		CAUUC	i sour	iu isolation	siceves		introis at
Diffuser:		bar with no									
			1	ocessor – 7-day	program	nable	auton	natic setbac	ck – dead	band con	trol –
Indoor Thermostat:	occupancy		-	• •							
Outdoor Thermostat:				C unit from fac	ory.						
Return Air:	30"x16" R0	G-5W return	air grills								
CO2 Sensor:	(2) Bard 84	03-067 - De	mand Co	ntrol Ventilatior	1						
ELECTRICAL											
Service:	120/240V s	ingle phase	– Stub th	rough exterior w	all						
Panel:	(1) 200-am	p Square D	HOM122	4M100PTBP							
Material:	Metallic rac	eway system	n, provid	e magnetic door	switch for	or HV	AC at	exterior d	oors per	code.	
D agantaglas:	(16) 20-am	p wall duple	x - Levit	on CR20 – Half	of the rec	eptac	les ho	t and half c	controlled	l per code	2, (2)
Receptacles:	ceiling mou										
	· / I	clock - Lev									
	(2) Exterior	20-amp GF	FCI WP –	Leviton w/ Inte	rmatic W	P 110	OC co	over			
Switches:		vay – Levito									
Finish:		and face pla									
Automatic Controls:	-			ol relay as requi	red.						
Wire for:		equipment r									
				fer – nLight ena					00K with	embedde	d
Interior Lights:				communicating			l Netv	vork,			
				LP840 NESPD							
Exterior Light:				istant cover and	integral j	photo	cell				
Ext. Emergency Light:	(2) Dual he	ad with batt	ery backt	ıp.							

Exit-Emergency Combo:	(4) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM
FA Raceway only:	(1) Exterior Horn/Strobe, (4) Pull Stations, (2) Interior Horn/Strobe
	4" square boxes with single gang mud ring (all painted red) – Stub up only with 1/2" flex conduit
Phone/Data Box:	(8) 4" square box, single gang, with ³ / ₄ " conduit up and down



DOUBLE PORTABLE W/ RESTROOMS AND KITCHEN - 28' x 64'

KCDA 12-31-2022







DOUBLE PORTABLE W/ RESTROOMS AND KITCHEN - 28' x 64'

KCDA 12-31-2022







					DESIGN L	OADS:							
Date:	12/31/2022	Size:	28x6	4	Floor:	40							
Customer:		Descrip	tion: Doub	ole Classroom w/RR	Wind:	120/B							
Location:	Washington		Mod	ular	Roof:	30							
Project:		Insignia	s: Wash	nington									
			MBI Seals –One per Module										
FOUNDATION		ressure treated code comp ode.	oliant wood po	ny wall foundation sys	tem with all	required tie-downs per							
FLOOR SYSTEM		ouc.											
Joists:	2	x8 @ 16" o.c. with joist h	angers at all ic	oists. DF #2 or better.									
Rims:		Continuous 2 x 8 LVL 2.0											
		2" high moisture barrier i			at floor rims	and end joists							
Bottom cover:		lass "A" woven polyethy	-			j							
Insulation:		-30 - Two layers R-15 ur		ss batt									
Decking:		3/32" APA rated T&G – §			ent)								
6		" Ultraply XL in restroor		=	.,								
WALL FRAMING		1 5											
Framing (exterior):	2	x6 @ 16" o.c. with contin	uous double 2	x6 top plate or single c	ontinuous 2	x6 LVL 2.0E top plate –							
6 (c · · · ·)	H	leight = 97"											
Framing (interior)		•	@ 24" o.c. full height to bottom of structure with $3-1/2$ " acoustic batt insulation										
Columns:	V	Vood or steel end columns	with steel pos	st built into crosswall									
ROOF STRUCTUR	Е												
Framing:	2	x10 rafters @ 24" o.c., he	m-fir #2 or be	tter. Roof pitch = $3/12$.									
		2" roof overhang on all si											
Bottom cover:		ir Barrier material meetin	-										
Ridge beam:	C	continuous ridge beam that	t clear spans to	o exterior walls and cro	oss-walls (no	exposed interior posts)							
Insulation:		-38 and as required by co	de: batts, blow	n, or foam. Provide ins	sulation furr	ing below rafters to							
C1 (1)		llow for vent space above											
Sheathing:		/16" APA rated (24/16) m	inimum										
Venting:		continuous soffit & ridge											
EXTERIOR WALL			. 1										
Insulation (Exterior):		-21 fiberglass batt betwee											
Sheathing:		/8" exterior gypsum board		core									
Weather Resistive Ba		yvek Housewrap or equal		1 1 1 1 1	1' (1	100 01 111 1 4							
		loist-stop moisture barries Il corners from floor to ro		sheathing and under sid	ding at lowe	r 12 th of building and at							
Air Barrier:		Use caulking, tape seals, sp		as needed to meet all	WA State air	r barrier requirements							
		nd air barrier testing as re-											
Siding:	5	/8" Duratemp T1-11 with	grooves 8" o/	c, or 190 Series LP Sm	artside Pane	l with grooves.							
	Ν	lo horizontal breaks in sid	ing except at e	end walls – Use 4'x9' p	oanels								
Trims:		inger jointed rough-sawn											
Corners:	1	x4 - 2"x2" galvanized fla	shing installed	l over siding and under	corners								
Mod Line:	1	x4											
Fascia & Barge:	1	хб											
Windows & Doc		x4											
Flashings:		flashing at bottom of sidi	<u> </u>		-	nd ¾" front leg							
Skirting:	1	/2" Pressure treated CCX	plywood skirt	ing - 30" maximum he	ight								

Paint:

MPI #15 latex exterior, low sheen (MPI Gloss Level 3-4)

ROOFING												
Cover:	Pabco "Prei	nier" o	r Owe	ns Corr	ning	"Tru Defini	tion Duration	" Architec	tural S	Shingle –	High Wine	1
	Application											
Underlayment:	Provide Ice & Water Shield under shingles for 2'-0" from inside wall line at each eave toward ridge, (2)											
•	layers of 15# Class B felt applied shingle style under roofing. 5" prefinished gutters with 4" PVC downspouts											
Drainage:												
DOORS	Door hardw							1				
	EXT/INT	QTY	SIZ			YPE	FINISH	HINGES		OCK	CLOSER	PANIC
	Exterior	4	3'x6			alvanized	Paint	SS- BBRG		leco or	LCN	Von
			8"x3 lite			'elded U-Factor		NRP		hlage linder	1461	Duprin 22L
	Interior	2	3'x6			ing wood	Vinylwrap	STD		hlage		221
	interior	2	1-3/			Solidcore	Oak	SID		L10S		
			thic			ylwrap	oun			ssage		
	Interior	2	3'x6			ing wood	Vinylwrap	STD		hlage		
			1-3/			Solidcore	Öak			L10S		
			thic			ıylwrap				ssage		
							ded steel jamb	o, weather-	strippi	ing, ADA	A threshold	and sweep
	at exterior d											
WINDOWS							ver top flange		ws und	ler trim.	Install self	adhesive
							install pattern		NC	FINISH	БПТ	Dl'a la
	EXT/INT Exterior	Q1 Pe		SIZ Pei		BRAND Prime,	TYPE Horizontal	GLAZI Dual Lo		White		Blinds 1"
	Exterior	draw		drawi		Milgard,	Slider			Vinyl	0	Alum.
		uiuw	mg5	urawn	or equal		Shaer	rempe	icu	viiiyi	Gus	Mini
	NFRC: 0.2	29 U-Fa	actor, (0.39 Sh	adin	g Coefficie	nt					
WALL COVED								gypsum wa	allboa	rd with p	lastic lami	nate
WALL COVER	1/2" Vinylwrap Tackboard "Calcutta Tan" over 5/8" Type-X gypsum wallboard with plastic laminate wainscot at restroom walls per code											
CEILING	2'x4' Arms	trong P	relude	T-bar	grid	with Armst	rong "Cortega	a" #769 WI	H tiles	s, 8' 0" A	FF	
FLOORING/BASE												
Restrooms:	Armstrong	Flexste	p Valu	ie Plus	Colle	ection sheet	vinyl: "Carri	age Path, c	olor C	Oyster W	hite" #G24	83 with 4"
	rubber base											
Kitchen:							White" #518	836. Base b	y othe	ers.		
Elsewhere:	Provided an	d insta	lled or	ı site by	y oth	ers						
INTERIOR TRIM												
Walls & Mod Joints:	Vinylwrap o	corners	and b	attens								
Windows:	Vinylwrap	Oak wo	ood sui	rounds	and	casings						
Doors:	Vinylwrap	Oak wo	ood cas	sings as	s requ	uired						
Exit Signs:	(4) with bra	ille.										
SPECIALTIES												
Toilet tissue holder:	(2) single ro	oll – Bo	brick]	B-685								
Mirror:	(2) 18"x30"	' frame	d glass	s – Bob	rick	B-165 Serie	es					
Grab bars:	(2) 36" and	(2) 42'	' - Bot	orick B-	-6806	5 Series						
CASEWORK												
Brand/type:	Cascade Ca	sework	with '	Wilson	art p	lastic lamin	ate					
Classroom:							ntertop at 24"	AFF				
Kitchen:					-		Removable p		ter he	ater enclo	osure	
Countertops:							and front edge					
HVAC	p and p				, 0			-				
	(2) Bard wa	11 huno	Heat	Pumne	_ 3_1	on 10 kw v	vith integral E	RV-11 FF	R rate	d with v	vall curbs	and (2)
Comb Hear/AC:	HVAC door						ini megral L		ix rate	α, ν τιτι ν	tun curos,	anu (<i>2)</i>

I										
Supply Ducting:	Round galvanized overhead and insulated flexduct with flexduct sound isolation sleeves at flow controls at wyes – R-4 insulated flexduct									
Diffuser:	24"x24" T-bar with no dampers									
Indoor Thermostat:	(2) Bard 8403-060 with microprocessor – 7-day programmable automatic setback – deadband control –									
	occupancy integrated with lighting system									
Outdoor Thermostat:	(2) outdoor stat installed in HVAC unit from factory.									
Return Air:	30"x16" RG-5W return air grills									
CO2 Sensor:	(2) Bard 8403-067 - Demand Control Ventilation									
PLUMBING										
Toilet - ADA:	(2) Elongated bowl ADA mounting height, pressure assist – Gerber 21-318 with seat									
Toilet - Child:	(1) Round Bowl, 10 ¹ / ₄ " height, 1.6-gal gravity tank – Proflo PF1712BB/1700 with PFTS1000 seat									
Lavatory:	(2) 19"x17" wall hung – Gerber 12-314, with ceramic disc, hot limit stop ADA lever handle faucet – A/S 4175.004.002									
Classroom sink:	(2) 15"x15" stainless steel, single bowl – Dayton D115152 with ceramic disc, wrist blade handle gooseneck faucet – A/S 7500.170.002									
Kitchen sink:	(1) 33"x19" stainless steel, double compartment – Dayton D233193 with ceramic disc, ADA single handle swing faucet – A/S 4175.500.002									
Water heater:	(1) 10 gallon, 120 volts, 1650 watts, energy saver – AO Smith EJC-10									
Floor drain:	(1) PVC body, polished nickel ring and grate – SC8222PNR									
Trap primer:	(1) Automatic activation at pressure drop – Proflo PFP2500									
Water lines:	Copper and Aquapex – single point water stub									
Sewer lines:	PVC DWV Schedule 40 plastic									
One point connection:	Plumbing tree stubbed to one point connection provided by modular manufacturer									
ELECTRICAL										
Service:	120/240V single phase – Stub through exterior wall									
Panel:	(1) 200-amp Panel A - Square D HOM2040M200TC, (1) 100-amp Panel B - Square D HOM1224M100									
Material:	Metallic raceway system, provide magnetic door switch for HVAC at exterior doors per code.									
Receptacles:	(18) 20-amp wall duplex - Leviton CR20 Tamper proof– Half of the receptacles hot and half controlled per code, (2) ceiling mounted									
	(2) 15 amp clock – Leviton 688									
	(1) Dedicated 20-amp GFCI – Leviton 7899									
	(2) Exterior 20-amp GFCI WP – Leviton w/ Internatic WP 1100C cover									
Switches:	(10) Three way – Leviton CS320									
Finish:	All devices and face plates to be white									
Automatic Controls:	nLight nPP20PL plug load control relay as required.									
Wire for:	All HVAC equipment noted above. (1) Future range with hood. (1) 10-gallon, 120-volt, 1650-watt water heater.									
Interior Lights:	(18) 2'x4' LED Volumetric Troffer – nLight enabled, 6000 lumen, 53 watts, 4000K with embedded occupancy and daylight sensors communicating on CAT6 Local Network,									
	Lithonia 2BLT4 60L ADPT EZ1 LP840 NESPDT7ADCX									
Exit- Emergency Combo:	(4) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM									
e .										
Combo: Exterior Light:	(4) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM									
Combo:	 (4) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM (3) 18-watt LED with vandal resistant cover and integral photocell (3) dual head with battery backup 									
Combo: Exterior Light: Ext. Emergency Light:	 (4) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM (3) 18-watt LED with vandal resistant cover and integral photocell 									





EXTENDED DOUBLE PORTABLE - 42' x 64'

KCDA 12-31-2022











EXTENDED DOUBLE PORTABLE - 42' x 64'



					DESIGN L	OADS:							
Date:	12/31/2022	2	Size:	42x64	Floor:	40							
Customer:			Description:	Large Double Classroom	Wind:	120/B							
Location:	Washingto	on		Modular	Roof:	30							
Project:			Insignias:	Washington									
		_	MBI Seals –One per Module										
FOUNDATION			code compliant w	wood pony wall foundation sy	stem with all	required tie-downs per							
FLOOR SYSTEM		code.											
Joists:	-	2x8 @ 16" o.c.	with joist hangers	at all joists. DF #2 or better.									
Rims:	_	-	" o.c. with joist hangers at all joists, DF #2 or better. Is 2 x 8 LVL 2.0E or double 2x8 lumber										
	-			d on perimeter over sheathing	at floor rims	and end joists							
Bottom cover:	-	-	n polyethylene fal		, at noor mus	una ena joisto							
Insulation:	-		ers R-15 unfaced										
Decking:	-			nd nailed (air barrier compon	ent)								
WALL FRAMING		20,02 mmmu	eu reco graca a	ind numed (un suffer compon									
Framing (exterior):	_	2x6@16"0C	with continuous d	ouble 2x6 top plate or single	continuous ?	v6 I VI 2 0F top plate –							
Training (exterior).		2x6 @ 16" o.c. with continuous double $2x6$ top plate or single continuous $2x6$ LVL $2.0E$ top plate – Height = 97"											
Framing (interior)	-	2x4 @ 24" o.c. full height to bottom of structure with 3-1/2" acoustic batt insulation											
Columns:		Wood or steel e	Vood or steel end columns with steel posts built into crosswall										
ROOF STRUCTUR	E												
Framing:		2x10 rafters @ 2	10 rafters @ 24" o.c., hem-fir #2 or better. Roof pitch = $2/12$.										
		12" roof overha	ng on all sides of	building									
Bottom cover:	-	Air Barrier mate	erial meeting AST	M E-2178 and ASTM E-84 -	- Class A								
Ridge beam:		Continuous ridg	ge beam that clear	spans to exterior walls and cr	ross-walls (no	exposed interior posts)							
Insulation:	-			ts, blown, or foam. Provide i	nsulation furr	ing below rafters to							
Shoothing	-	allow for vent s 7/16" APA rate	pace above d (24/16) minimui	m									
Sheathing: Venting:	-	Continuous soff											
EXTERIOR WALL	FINISH	Continuous son	n & nage										
Insulation (Exterior):		R_21 fiberglass	batt between stud	s									
Sheathing:	-	-	psum board with t										
Weather Resistive Ba	rrior.	Tyvek Housewr											
Weather Resistive Da		-		ed over sheathing and under s	siding at lowe	r 12" of building and at							
		all corners from	floor to roof	C C	e								
Air Barrier:				am, etc. as needed to meet all	WA State air	r barrier requirements							
Siding:	F		esting as required	by code. es 8" o/c, or 190 Series LP Sr	nartside Pane	l with grooves.							
Siding.	-	-		cept at end walls – Use $4'x9'$									
Trims:	-		ough-sawn cedar		Paniero								
Corners:	-		-	installed over siding and unde	er corners								
Mod Line:	-	1x4 2 x2 gui	Trainzed Hushing I	instance over stering and and									
Fascia & Barge:	-	1x6											
Windows & Doc	ors.	1x4											
Flashings:			ttom of siding and	l at gable end siding break – 2	?" hack leg or	nd ¾" front leg							
Skirting:	F	-		od skirting - 30" maximum h		ia /4 mont log							
Paint:	F			(MPI Gloss Level 3-4)	orgin								
1 allit.			AUTOI, IUW SHEEL	(1111 1 01035 LEVEL 3-4)									

ROOFING												
Cover:	Pabco "Prer	nier" or Ow	ens Cornin	g "Tru Defin	tion Dura	tion"	' Archi	tectural S	hingle – I	High Wind	[
	Application			0					U	C		
Underlayment:				shingles for 2			de wall	l line at ea	ich eave t	oward ridg	ge, (2)	
•				hingle style u	nder roofi	ng.						
Drainage:	-			² downspouts								
DOORS		Door hardware to have #626 satin chromium plated finish										
	EXT/INT		ZE	TYPE	FINISH		NGES	LOCK			PANIC	
	Exterior			/Galvanized	Paint		SS-	Medeco			on Duprin	
				Welded			BRG	Schlag		61	22L	
	UM_18 co	lite0.37 U-FactorNRPCylinderHM=18 ga. insulated steel door with 16 ga. welded steel jamb, weather-stripping, ADA thresh								threachold	and awaan	
WINDOWS				r siding and c				dows und	ler trim. I	nstall self-	adhesive	
	EXT/INT	QTY	SIZE	ecommended BRAND	TYPE			AZING	FINISH	FILL	Blinds	
	Exterior	Per	Per	Prime,	Horizon			Low-E	White	Argon	1"	
	Exterior	drawings		· · · · ·	Slider			npered	Vinyl	Gas	Alum.	
		8-	8	or equal			Tempered				Mini	
	NFRC: 0.2	9 U-Factor	, 0.39 Shad	ing Coefficie	nt							
WALL COVER	1/2" Vinylw	rap Tackbo	ard "Calcu	tta Tan" over	5/8" Type	-X g	gypsum	n wallboar	d			
CEILING	2'x4' Arms	2'x4' Armstrong Prelude T-bar grid with Armstrong "Cortega" #769WH tiles, 8' 0" AFF										
FLOORING/BASE	Provided an	d installed	on site by o	thers								
INTERIOR TRIM												
Walls & Mod Joints:	Vinylwrap o	corners and	battens									
Windows:	Vinylwrap	Vinylwrap Oak wood surrounds and casings										
Doors:	Vinylwrap Oak wood casings as required											
Exit Signs:	(4) with bra	ille		-								
HVAC												
Comb Hoon/AC	(2) Bard wa	ll hung Hea	t Pumps –	4-ton 15 kw v	vith integr	al EF	RV-11	EER rate	d, with wa	all curbs, a	und (2)	
Comb Hear/AC:	HVAC door	switch tim	er controls	per code.	-							
Supply Ducting:				sulated flexd	ict with fl	exdu	ct sour	nd isolatio	on sleeves	at flow co	ontrols at	
	wyes-R-4											
Diffuser:	24"x24" T-I		-									
Indoor Thermostat:				essor – 7-day	programm	nable	e auton	natic setba	ack – dead	lband con	trol –	
	occupancy i											
Outdoor Thermostat:				unit from fac	ctory.							
Return Air:	30"x16" RC		-									
CO2 Sensor:	.,			rol Ventilatio							•	
SPRINKLER	Automatic fire suppression system meeting Washington State Fire Code and local jurisdiction requirements, sized for available supply and fire flow. Assume a static design pressure of 59 psi, residual pressure of 51 psi,											
SYSTEM	and a flow of			now. Assume	e a static u	esigi	i press	ure of 39	psi, residi	iai pressui	e of 51 psi,	
ELECTRICAL		n 1040 gpn	1.									
Service:	120/240V e	ingle phase	Stub thro	ugh exterior v	vall							
Panel:	(1) 200-amp				w a11							
Material:		-		magnetic doo	r switch f	<u>بہ ال</u>		taxtorior	doors per	code		
wraterral.				CR20 - Half							(2)	
Receptacles:	(24) 20-amp ceiling mou		A - LEVIION	CK20 – Hall	or the rec	epta	cies no	n and nall	controlle	u per code	5, (2)	
	(2) 15-amp		iton 688									
				eviton w/ Inte	ermatic W	P 11	000 ~	ver				
	(2) EXICITO	20-amp 01	CI MI = L			1 1 1		,,,,,				

Switches:	(8) Three way – Leviton CS320
Finish:	All devices and face plates to be white
Automatic Controls:	nLight nPP20PL plug load control relay as required
Wire for:	All HVAC equipment noted above
	(24) 2'x4' LED Volumetric Troffer – nLight enabled, 6000 lumen, 53 watts, 4000K with embedded
Interior Lights:	occupancy and daylight sensors communicating on CAT6 Local Network,
	Lithonia 2BLT4 60L ADPT EZ1 LP840 NESPDT7ADCX
Exit-Emergency	(4) illuminated red letters with dual head emergency lights and battery backup – Lithonia LHQM LED
Combo:	
Exterior Light:	(2) 18-watt LED with vandal resistant cover and integral photocell
Ext. Emergency Light:	(2) dual head with battery backup
Exit-Emergency	(4) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM
Combo:	(4) munimated with dual nead emergency lights and battery back-up, led letters – Entionia EnQM
FA Raceway only:	(1) Exterior Horn/Strobe, (4) Pull Stations, (2) Interior Horn/Strobe
	4" square boxes with single gang mud ring (all painted red) – Stub up only with 1/2" flex conduit
Phone/Data Box:	(12) 4" square box, single gang, with ³ / ₄ " conduit up and down





EXTENDED DOUBLE PORTABLE W/ RESTOOMS AND KITCHEN - 42' x 64'

KCDA 12-31-2022





EXTENDED DOUBLE PORTABLE W/ RESTOOMS AND KITCHEN - 42' x 64'









				DESIGN L	OADS:
Date:	12/31/2022	Size:	42x64	Floor:	40
Customer:		Description:	Lrg Dbl Classroom w/RR	Wind:	120/B
Location:	Washington		Modular	Roof:	30
Project:		Insignias:	Washington		
Ū			MBI Seals –One per M	Module	
FOUNDATION	Pressure tre	eated code compliant w	wood pony wall foundation	system with all	required tie-downs per
	code.				
FLOOR SYSTEM	$2 0 \subset 1$	·.1 · · . 1			
Joists:	0		at all joists, DF #2 or bette	er.	
Rims:		s 2 x 8 LVL 2.0E or do		·	1 1 1 1 1
D			d on perimeter over sheath	ing at floor rims	and end joists
Bottom cover:		woven polyethylene fal			
Insulation:		o layers R-15 unfaced	-		
Decking:			nd nailed (air barrier comp	ponent)	
	¹ /4" Ultraph	y XL in restrooms and	kitchen		
WALL FRAMING					
Framing (exterior):	Height $= 9^{\circ}$	7"	ouble 2x6 top plate or sing	-	
Framing (interior)		Ŭ	om of structure with 3-1/2?		isulation
Columns:	Wood or st	eel end columns with s	steel post built into crossw	all	
ROOF STRUCTUR					
Framing:			2 or better. Roof pitch = 2	2/12.	
		verhang on all sides of			
Bottom cover:			M E-2178 and ASTM E-8		
Ridge beam:			spans to exterior walls and		
Insulation:			ts, blown, or foam. Provid	e insulation furr	ing below rafters to
C1		ent space above			
Sheathing:		rated (24/16) minimum	m		
Venting:		s soffit & ridge			
EXTERIOR WALL		1 1 1			
Insulation (Exterior):		glass batt between stud			
Sheathing:		or gypsum board with t	treated core		
Weather Resistive Ba		sewrap or equal.	1 1 .1 . 1 1		100 01 111 1
		from floor to roof	ed over sheathing and unde	er siding at lowe	r 12" of building and at
Air Barrier:			am, etc. as needed to meet	all WA State ai	r barrier requirements
		rier testing as required			
Siding:	5/8" Durate	emp T1-11 with groove	es 8" o/c, or 190 Series LP	Smartside Pane	el with grooves.
	No horizon	tal breaks in siding exc	cept at end walls – Use 4'x	x9' panels	
Trims:	Finger join	ted rough-sawn cedar			
Corners:	1x4 - 2"x2	" galvanized flashing i	installed over siding and u	nder corners	
Mod Line:	1x4				
Fascia & Barge:	1x6				
Windows & Doo	rs: 1x4				
Flashings:	Z flashing	at bottom of siding and	l at gable end siding break	-2" back leg at	nd ¾" front leg
Skirting:	1/2" Pressu	re treated CCX plywo	od skirting - 30" maximun	n height	

Paint:

MPI #15 latex exterior, low sheen (MPI Gloss Level 3-4)

ROOFING	1										
Cover:	Pabco "Pres	mier" o	or Ower	s Corning	"Tru Defin	ition Duration	"Architec	tural S	hingle –	High Win	d
	Application									_	
Underlayment:						2'-0" from ins	ide wall lir	ne at ea	ach eave	toward rid	ge, (2)
		layers of 15# Class B felt applied shingle style under roofing.									
Drainage:	-	5" prefinished gutters with 4" PVC downspouts									
DOORS	Door hardware to have #626 satin chromium plated finish EXT/INT QTY SIZE TYPE FINISH HINGES LOCK CLOSER PANIC								DUNG		
	EX 1/IN I Exterior	QTY 4	3'x6'		Galvanized	FINISH Paint	HINGES SS-		deco	CLOSER LCN	PANIC Von
	Exterior	4	3 X0 8"x32		/elded	1 ann	SS- BBRG		chlage	1461	Duprin
			lite 0.37 U-Factor				NRP		inder	1101	22L
	Interior	2	3'x6'		ung wood	Vinylwrap	STD		nlage		
			1-3/4	." 3/4"	Solidcore	Oak		AL	.10S		
			thicl		nylwrap				sage		
	Interior	2	3'x6'		ung wood	Vinylwrap	STD		nlage		
			1-3/4 thicl		Solidcore 1ylwrap	Oak			L10S ssage		
	НМ-18 да	incula				ded steel jamt	weather_			threshold	and sween
	at exterior of						, weather	suippi	iig, 71D7	i un esnore	and sweep
WINDOWS	Galvanized	flashir	ng instal	led under	siding and c	over top flange	e of window	ws und	ler trim.	Install self	-adhesive
				ges per rec	commended	install pattern					
	EXT/INT		ГΥ	SIZE	BRAND	TYPE			FINISH		Blinds
	Exterior		er	Per	Prime,	Horizontal			White	Argon	
		drav	vings	drawings	Milgard,	Slider	Tempe	red	Vinyl	Gas	Alum. Mini
	NFRC: 0 ²	NFRC: 0.29 U-Factor, 0.39 Shading Coefficient								IVIIIII	
							gynsum wa	allboa	rd with p	lastic lami	nate
WALL COVER		1/2" Vinylwrap Tackboard "Calcutta Tan" over 5/8" Type-X gypsum wallboard with plastic laminate wainscot at restroom walls per code									
CEILING					with Armst	rong "Cortega	a" #769 W	H tiles	, 8' 0" A	FF	
FLOORING/BASE											
Restrooms:	Armstrong rubber base		ep Value	e Plus Coll	ection sheet	t vinyl: "Carri	age Path, c	olor C)yster W	hite" #G24	83 with 4"
Kitchen:	Armstrong	Standa	rd Exce	lon 1/8" V	CT "Shelte	r White" #518	36. Base b	y othe	ers.		
Elsewhere:	Provided an	nd insta	alled on	site by oth	ers						
INTERIOR TRIM											
Walls & Mod Joints:	Vinylwrap	corners	s and ba	ttens							
Windows:	Vinylwrap	Oak w	ood suri	ounds and	casings						
Doors:	Vinylwrap	Oak w	ood casi	ings as req	uired						
Exit Signs:	(4) with bra	ille									
SPECIALTIES											
Toilet tissue holder:	(2) single re	oll – Be	obrick E	8-685							
Mirror:	(2) 18"x30"	' frame	ed glass	- Bobrick	B-165 Serie	es					
Grab bars:	(2) 36" and	(2) 42	" - Bob	rick B-680	6 Series						
CASEWORK											
Brand/type:	Cascade Ca	seworl	k with V	Vilsonart p	lastic lamin	ate					
Classroom:	4 LF of bas	e cabir	net with	full height	doors, cou	ntertop at 24"	AFF				
Kitchen:	10.5 LF of	base ca	ıbinet w	ith drawer	s and doors.	Removable p	oanel at wa	ter hea	ater enclo	osure	
Countertops:	Wilsonart p	1 1									-

HVAC	
Comb Hear/AC:	(2) Bard wall hung Heat Pumps – 4-ton 15 kw with integral ERV-11 EER rated, with wall curbs, and (2) HVAC door switch timer controls per code.
~ . ~ .	Round galvanized overhead and insulated flexduct with flexduct sound isolation sleeves at flow controls at
Supply Ducting:	wyes – R-4 insulated flexduct
Diffuser:	24"x24" T-bar with no dampers
Indoor Thermostat:	(2) Bard 8403-060 with microprocessor – 7-day programmable automatic setback – deadband control – occupancy integrated with lighting system
Outdoor Thermostat:	(2) outdoor stat installed in HVAC unit from factory.
Return Air:	30"x16" RG-5W return air grills
CO2 Sensor:	(2) Bard 8403-067 - Demand Control Ventilation
PLUMBING	
Toilet - ADA:	(2) Elongated bowl ADA mounting height, pressure assist – Gerber 21-318 with seat
Toilet - Child:	(1) Round Bowl, 10 ¼" height, 1.6-gal gravity tank – Proflo PF1712BB/1700 with PFTS1000 seat
Lavatory:	(2) 19"x17" wall hung – Gerber 12-314, with ceramic disc, hot limit stop ADA lever handle faucet – A/S 4175.004.002
Classroom sink:	(2) 15"x15" stainless steel, single bowl – Dayton D115152 with ceramic disc, wrist blade handle gooseneck faucet – A/S 7500.170.002
Kitchen sink:	(1) 33"x19" stainless steel, double compartment – Dayton D233193 with ceramic disc, ADA single handle swing faucet – A/S 4175.500.002
Water heater:	(1) 10 gallon, 120 volts, 1650 watts, energy saver – AO Smith EJC-10
Floor drain:	(1) PVC body, polished nickel ring and grate – SC8222PNR
Trap primer:	(1) Automatic activation at pressure drop – Proflo PFP2500
Water lines:	Copper and Aquapex – single point water stub
Sewer lines:	PVC DWV Schedule 40 plastic
One point connection:	Plumbing tree stubbed to one point connection provided by modular manufacturer
ELECTRICAL	
Service:	120/240V single phase – Stub through exterior wall
Panel:	(1) 200-amp Panel A - Square D HOM2040M200TC, (1) 100-amp Panel B - Square D HOM1224M100
	Metallic raceway system, provide magnetic door switch for HVAC at exterior doors per code.
Material:	
Receptacles:	(22) 20-amp wall duplex - Leviton CR20 Tamper proof– Half of the receptacles hot and half controlled, (2) ceiling mounted
	(2) 15-amp clock – Leviton 688
	(1) Dedicated 20-amp GFCI – Leviton 7899
	(2) Exterior 20-amp GFCI WP – Leviton w/ Internatic WP 1100C cover
Switches:	(10) Three way – Leviton CS320
Finish:	All devices and face plates to be white
Automatic Controls:	nLight nPP20PL plug load control relay as required.
XX <i>I</i> : C	All HVAC equipment noted above. (1) Future range with hood. (1) 10-gallon, 120-volt, 1650-watt water
Wire for:	heater.
	(30) 2'x4' LED Volumetric Troffer – nLight enabled, 6000 lumen, 53 watts, 4000K with embedded
Interior Lights:	occupancy and daylight sensors communicating on CAT6 Local Network,
	Lithonia 2BLT4 60L ADPT EZ1 LP840 NESPDT7ADCX
Exit- Emergency Combo:	(4) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM
Exterior Light:	(3) 18-watt LED with vandal resistant cover and integral photocell
Ext. Emergency Light:	(3) dual head with battery backup
FA Raceway only:	(1) Exterior Horn/Strobe, (4) Pull Stations, (2) Interior Horn/Strobe
	4" square boxes with single gang mud ring (all painted red) – Stub up only with ½" flex conduit
Phone/Data Box:	(8) 4" square box, single gang, with ³ / ₄ " conduit up and down
i nonci Data Dux.	(0) - Square oon, single gang, with /* conduit up and down







SIX CLASSROOM BUILDING - 70' x 64'











SIX CLASSROOM BUILDING - 70' x 64'





					DESIGN L	LOADS:			
Date:	12/31/202	22	Size:	70x64	Floor:	40			
Customer:			Description:	Six Classroom Building	Wind:	120/B			
Location:	Washingt	on		Modular	Roof:	30			
Project:			Insignias:	Washington	_				
				MBI Seals –One per M	odule				
FOUNDATION		Pressure treated code.	code compliant w	ood pony wall foundation s	ystem with all	required tie-downs per			
FLOOR SYSTEM									
Joists:			2x8 @ 16" o.c. with joist hangers at all joists, DF #2 or better						
Rims:		Continuous 2 x 8 LVL 2.0E or double 2x8 lumber							
		12" high moisture barrier installed on perimeter over sheathing at floor rims and end joists							
Bottom cover:	ottom cover:		Class "A" woven polyethylene fabric						
Insulation:		R-30 – Two layers R-15 unfaced fiberglass batt							
Decking:		23/32" APA rated T&G – glued and nailed (air barrier component)							
WALL FRAMING									
Framing (exterior):			2x6 @ 16" o.c. with continuous double $2x6$ top plate or single continuous $2x6$ LVL $2.0E$ top plate – Height = 114"						
Framing (interior)		2x4 @ 24" o.c. full height to bottom of structure with 3-1/2" acoustic batt insulation							
Fire Sprinkler Riser E	Sprinkler Riser Enclosure:		2x4 @ 16" o.c. to ceiling with access panel						
Columns:		Wood or steel end columns with steel posts built into interior walls							
ROOF STRUCTUR	E								
Framing:		$2x12$ rafters @ 24" o.c., hem-fir #2 or better. Roof pitch = $\frac{1}{4}$ "/12".							
		12" roof overha	oof overhang on all sides of building						
Bottom cover:		Air Barrier mate	Air Barrier material meeting ASTM E-2178 and ASTM E-84 – Class A						
Ridge beam:		Discontinuous ridge beam that clear spans to exterior walls and interior walls (no exposed is posts)		ls (no exposed interior					
Insulation:		10° rigid on top of roof sheathing. Total = R-49							
Sheathing:		7/16" APA rated (24/16) minimum							
Venting:	None								
EXTERIOR WALL	FINISH								
Insulation (Exterior):		R-21 fiberglass	batt between stude	S					
Sheathing:		3/8" CDX plywood or 5/8" exterior gypsum board with treated core							
Weather Resistive Ba	rrier:	Tyvek Housewrap or equal.							
		Moist-stop mois	sture barrier applie	ed over sheathing and under	siding at lowe	r 12" of building and at			
		all corners from	floor to roof	-	_	-			
Air Barrier:			ng, tape seals, spray foam, etc. as needed to meet all WA State air barrier requirements ier testing as required by code.						
Siding:		5/8" Duratemp T1-11 with grooves 8" o/c, or 190 Series LP Smartside Panel with grooves.							
		No horizontal ba	reaks in siding exc	cept at end walls – Use 4'x9	' panels				
Trims:		•	ough-sawn cedar						
Corners:		1x4 - 2"x2" galvanized flashing installed over siding and under corners							
Mod Line:		1x4							
Fascia & Barge:		1x6							
Windows & Doc	ors:	1x4							
Flashings:	Flashings: Z f		Z flashing at bottom of siding and at gable end siding break -2 " back leg and $\frac{3}{4}$ " front leg						
Soffit:	fit:		¹ / ₄ " Fiber Cement Panel at bottom of Mansard Roof						

Skirting:	1/2" Pressure treated CCX plywood skirting - 30" maximum height	
Paint:	MPI #15 latex exterior, low sheen (MPI Gloss Level 3-4)	

ROOFING										
Cover:	Fully adhered 45 mil non-reinforced EPDM, 26 ga standing seam metal at mansard roof side walls									
Drainage:	4" PVC downspouts									
DOORS	Door hardware to have #626 satin chromium plated finish									
	EXT/INT QTY SIZE TYPE FINISH HINGES LOCK CLOSER PANIC									
	Exterior 6 3'x6'8" HM/Galvanized Paint SS- Medeco LCN Von Dupr	in								
	8"x32" Welded BBRG or Schlage 1461 22L									
	lite 0.37 U-Factor NRP Cylinder									
	HM=18 ga. insulated steel door with 16 ga. welded steel jamb, weather-stripping, ADA threshold and swe	-								
WINDOWS	Galvanized flashing installed under siding and over top flange of windows under trim. Install self-adhesive									
	flashing over exterior flanges per recommended install pattern.									
	EXT/INTQTYSIZEBRANDTYPEGLAZINGFINISHFILLBlinExteriorPerPerPrime,HorizontalDual Low- EWhiteArgon1"									
	ExteriorPerPerPrime,HorizontalDual Low- EWhiteArgon1"drawingsdrawingsMilgard,SliderTemperedVinylGasAlur									
	or equal I I I I I I I I I I I I I I I I I I I									
	NFRC: 0.29 U-Factor, 0.39 Shading Coefficient									
WALL COVER	1/2" Vinylwrap Tackboard "Calcutta Tan" over 5/8" Type-X gypsum wallboard									
CEILING	2'x4' Armstrong Prelude T-bar grid with Armstrong "Cortega" #769 WH tiles, 8' 0" AFF									
FLOORING/BASE	Provided and installed on site by others									
INTERIOR TRIM										
Walls & Mod Joints:	Vinylwrap corners and battens									
Windows:	Vinylwrap Oak wood surrounds and casings									
Doors:	Vinylwrap Oak wood casings as required									
Exit Signs:	(6) with braille									
HVAC										
Comb Hear/AC:	(6) Bard wall hung Heat Pumps – 2.5-ton 10 kw with integral ERV-11 EER rated, with wall curbs, and (6) HVAC door switch timer controls per code.									
Supply Ducting:	Round galvanized overhead and insulated flexduct with flexduct sound isolation sleeves at flow controls at									
	wyes – R-4 insulated flexduct									
Diffuser:	24"x24" T-bar with no dampers									
Indoor Thermostat:	(6) Bard 8403-060 with microprocessor – 7-day programmable automatic setback – deadband control – occupancy integrated with lighting system									
Outdoor Thermostat:	(2) outdoor stat installed in HVAC unit from factory.									
Return Air:	30"x16" RG-5W return air grills									
CO2 Sensor:	(6) Bard 8403-067 - Demand Control Ventilation									
	Automatic fire suppression system meeting Washington State Fire Code and local jurisdiction requirements,									
SPRINKLER SYSTEM	sized for available supply and fire flow. Assume a static design pressure of 59 psi, residual pressure of 51 psi,									
	and a flow of 1640 gpm.									
ELECTRICAL										
Service:	120/240V single phase – Stub through exterior wall									
Panel:	(3) 200-amp main breaker sub panel - Square D HOM1224M100PTBP									
Material:	Metallic raceway system, provide magnetic door switch for HVAC at exterior doors per code.									
Receptacles:	(32) 20-amp wall duplex - Leviton CR20 – Half of the receptacles hot and half controlled per code, (6) ceiling									
	mounted (6) 15 amp clock Lawiton 688									
	(6) 15-amp clock – Leviton 688 (2) Exterior 20 amp CECLWB – Leviton w/ Intermetic WB 1100C acuer									
	(2) Exterior 20-amp GFCI WP – Leviton w/ Internatic WP 1100C cover									

Switches:	(12) Single pole – Leviton CS120			
Finish:	All devices and face plates to be white			
Automatic Controls:	nLight nPP20PL plug load control relay as required.			
Wire for:	All HVAC equipment noted above			
	(48) 2'x4' LED Volumetric Troffer – nLight enabled, 6000 lumen, 53 watts, 4000K with embedded			
Interior Lights:	occupancy and daylight sensors communicating on CAT6 Local Network,			
	Lithonia 2BLT4 60L ADPT EZ1 LP840 NESPDT7ADCX			
Exterior Light:	(3) 18-watt LED with vandal resistant cover and integral photocell and 90 min. battery back-up			
Ext. Emergency Light	(3) Dual head with battery backup.			
Exit-Emergency	(6) Illuminated with dual head emergency lights and battery back-up, red letters – Lithonia LHQM			
Combo:				
FA Raceway only:	(1) Exterior Horn/Strobe, (6) Pull Stations, (6) Interior Horn/Strobe			
	4" square boxes with single gang mud ring (all painted red) – Stub up only with 1/2" flex conduit			
Phone/Data Box:	(24) 4" square box, single gang, with ³ / ₄ " conduit up and down			