

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

IPI INC
855 TROSPER RD SW 108-206
TUMWATER, WA 98512

SHIP TO

KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
SEATTLE, WA 98104
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
496835	1	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
21-DEC-10	R, JACKSON
DATE OF REVISION	BUYER
21-DEC-10	R JACKSON

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	38612	2%20days/Net30days	Paid	Destination	UPS

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(360) 507-1814	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>Furnish Sonar Inspections of Wastewater Pipelines as requested by authorized King County Wastewater Treatment Department personnel, during the period of December 21, 2010 through December 20, 2015, in accordance with ITB #1238-10 incorporated by reference as if fully set forth herein.</p> <p>Estimated Annual Total Not to Exceed \$500,000.00. Purchase Agreement Effective From: 21-DEC-10 To: 20-DEC-15</p>						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.	Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.	ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.	TOTAL
			<i>DR Leach</i> Authorized signature

**PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee given by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

Original



King County

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

Invitation to Bid

ADVERTISED DATE: **SEPTEMBER 9, 2010**

Invitation to Bid (ITB) Title: **Sonar Inspections of Wastewater Pipelines**

ITB Number: **1238-10 PCR**

Due Date: **September 30, 2010 - 2:00 p.m.**

Buyer: **Paul Russell, paul.russell@kingcounty.gov, 206-263-9317**

Term Service Requirement

Furnish sonar inspections of wastewater pipelines as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 981,600.00

PRE-BID CONFERENCE
Date: September 16, 2010
Time: 11:00 a.m.
Location: Chinook Bldg. 401 5th Ave,
Dahlia Room,
Seattle, WA 98104

Sealed Bids are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered 1 to 1** have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name		
IPI Inc (Interactive Pipe Inspection)		
Address		City/State /Postal Code
855 Trospen Rd 108-206		Tumwater, WA 98512
Signature	Print name and title	
	Dennis Smith President	
Email	Phone	Fax
dsmith@ipi-pipe.com	360.507.1814	360.943.5865
SCS/DBE Certification Number		
NA		

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

The main work to be performed under this contract is listed in Item #4 Sewer Sonar/CCTV Inspections, this includes all work needed to perform the inspections. Items #1, #2, and #3 are support systems generally needed to support the work in Item #4 the Sonar/CCTV inspections.

Item #	Est Qty	Item	Comments	Billing Rate	Extended Price
1	Support Vehicles				
a	5	Vactor/Jet Truck	Per Day	2000	10000
b	5	Crew Truck	Per Day	250	1250
c	5	Control Trailer/Truck	Per Day	12,000	60,000
d	5	Flatbed Truck	Per Day	350	1750
e	5	Flat Deck Trailer	Per Day	100	500
2	Support Equipment				
a	5	Air Compressor	Per Day	650	3250
b	5	Confined Space Entry Equipment	Per Day	300	1500
c	5	Generator (5kw)	Per Day	300	1500
3	Support Services				
a	5	Traffic Control	Per Day	420	2100
4	Sewer Sonar/CCTV Inspection				
a	15,000	Footage Charge	Per Linear Foot	60	900,000
		Includes but is not limited to			
		<ul style="list-style-type: none"> • Sonar Imaging Equipment • CCTV Equipment • Sonar and CCTV Transport Equipment, Skids, Robot, Boat, ROV etc. • Winch, fiber optic and cable • Winch, tow and rope • Surface electronics and power systems • Computers, controllers and software • Down-hole electronics • Load cell and payout system 			
				Total	981,600

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. Bidders shall bid on all items to be responsive. Bidder shall bid on all items to be responsive. Bid will be awarded to only one Contractor.

6.2 Delivery

Delivery is required as soon as possible and not later than thirty (30) days after verbal placement of an order. Bid prices shall include FOB delivery.

6.3 Prompt Pay Discount

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

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

Prompt pay discount offered 2 % - 20 Days, Net 30

6.4 References

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

Company Name: King County Metro
 Company Address: _____
 Company Phone: 206.263.3701
 Contact Person: Lee Miller
 Dates: 2006 - 2010

Company Name: City of Bellingham
 Company Address: _____
 Company Phone: 360.778.7743
 Contact Person: Chad
 Dates: 2009

Company Name: City of Spokane
 Company Address: _____
 Company Phone: 509.625.7900
 Contact Person: Bill Peacock
 Dates: 2006-2010

Company Name: City of Portland
 Company Address: _____
 Company Phone: 503.823.7665
 Contact Person: Steven Hawkins
 Dates: 2009

6.5 Pricing

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

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Finance and Business Operations Division
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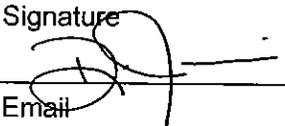
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Contact Person: Bill Peacock

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Dates: 2006-2010

Dates: 2009

6.5 Pricing

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

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$ 500,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The term of this Contract will be five (5) years, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

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

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

4.3 Contract Administrative Fee

This contract is subject to an Administrative Fee (Fee), of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.

4.4 Price Revisions

Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

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

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

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